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ATTORNEY-AT-LAW

SWIDLER
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CHARTERED AZ CORP COMMISSION
October 10, 1996



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(202)424-7553

OCT 15 3 00 PM '96

VIA OVER-NIGHT DELIVERY

James Matthews, Executive Secretary
Utilities Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007

DOCKETED

U-3155-96-527

E-1051-96-527

U-3310-96-527

Re: Petition of GST Tuscon Lightwave, Inc. for Arbitration with U S West Communications, Inc.

Dear Mr. Matthews:

Enclosed are an original and ten (10) copies of the petition of GST Telecom, Inc. ("GST"), for arbitration of open issues relating to the rates, terms and conditions of interconnection between GST and U S West Communications, Inc. This petition is being filed with the Arizona Corporation Commission pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 U.S.C. 252(b).

This Petition was prepared at a time when the parties are still drafting and exchanging language, although they were unable to finalize an Interconnection Agreement by close of business today, October 10, 1996. GST must file this Petition at this time, however, in order to meet the statutory deadline for filing Arbitration under the 1996 Act. Some drafts that were exchanged today could not be reflected in the enclosed petition because of the need to finalize the petition and have it copied.

Please date-stamp and return the enclosed additional copy to the undersigned in the envelope provided. Please do not hesitate to call us if you have any questions.

Respectfully submitted,

Eric J. Branfman
Counsel for GST Tuscon Lightwave, Inc.

Enclosure

cc: Larry B. Brotherson, Esq.
U S West, Inc.
7800 East Orchard Street Road, Suite 390
Englewood, Colorado 80111

Arizona Corporation Commission
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WASHINGTON, D.C. 20007-5116
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BEFORE THE
ARIZONA CORPORATION COMMISSION

RECEIVED
AZ CORP COMMISSION

OCT 15 3 00 PM '96

In the Matter of)

GST TUSCON LIGHTWAVE, INC.)

Petition for Arbitration Pursuant to)
47 U.S.C. § 252(b) of Interconnection Rates,)
Terms, and Conditions with)

U S WEST COMMUNICATIONS)

DECLERATION CONTROL

U-3310-96-527

Docket No. U-3155-96-527

E-1051-96-527

**PETITION OF GST TUSCON LIGHTWAVE, INC.
FOR ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS**

Arizona Corporation Commission

DOCKETED

OCT 15 1996

DOCKETED BY

cm

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(202) 424-7645 (Fax.)

Counsel for GST Tuscon Lightwave, Inc.

Dated: October 10, 1996

TABLE OF CONTENTS

I.	Introduction	1
II.	Unresolved Issues	4
	A. Access Charges For Toll Calls Forwarded By Service Provider Number Portability Service	5
	B. Directory Services	7
	C. Performance Standards and Remedies	9
III.	Issues Discussed and Resolved by the Parties	12
	A. Rates and Charges	12
	B. Reciprocal Traffic Exchange	12
	C. Interconnection	13
	D. Collocation.	13
	E. Access to Unbundled Elements.	13
	F. Ancillary Services and Arrangements	14
	G. Access to Operational Support Systems	14
	H. Resale Services	15
	I. Notice of Changes	15
	J. General Provisions	15
IV.	Relief Requested	16

EXHIBITS

**BEFORE THE
STATE OF ARIZONA CORPORATION COMMISSION**

In the Matter of)

GST TUSCON LIGHTWAVE, INC.)

Petition for Arbitration Pursuant to)
47 U.S.C. § 252(b) of Interconnection Rates,)
Terms, and Conditions with)

U S WEST COMMUNICATIONS)

Docket No. _____

**PETITION OF GST TUSCON LIGHTWAVE, INC.
FOR ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS**

GST Tuscon Lightwave, Inc. ("GST"), by its undersigned attorney, hereby petitions the State of Arizona Corporation Commission ("Commission") for arbitration of rates, terms and conditions for interconnection and related arrangements, pursuant to § 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub.L.No. 104-104 § 101(a), 110 Stat. 70, *to be codified at* 47 U.S.C. § 252(b).¹ In support of its Petition, GST states as follows:

I. Introduction

1. GST is a subsidiary of GST Telecommunications, Inc. ("GSTT"). GSTT is a publicly held Canadian corporation with corporate U.S. headquarters located at 4317 N.E. Thurston Way, Vancouver, Washington 98662. Its Canadian corporate headquarters are located in Vancouver, British Columbia. GSTT's common stock currently is traded over the American and

¹ The Communications Act of 1934, as amended by the Telecommunications Act of 1996, is hereinafter cited as the "1996 Act."

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Vancouver exchanges. GSTT's subsidiaries are active in the development of fiber optic telecommunications networks in the United States, the manufacture of telecommunication switching and network management equipment, and the provision of telecommunications services. GSTT provides telecommunications services in the State of Arizona, *inter alia*, through its subsidiary GST.

2. GST is a corporation formed under the laws of the State of Arizona for the purpose of developing and operating telecommunications networks in major metropolitan areas throughout the United States. GST is a wholly-owned subsidiary of GSTT. GSTT, through its affiliates, including GST, specializes in the development and provision of telecommunications services throughout the United States.

3. U S West Communications, Inc. ("USWC") is a monopoly provider of local exchange telecommunications company within the State of Arizona. USWC is an Arizona corporation with offices at 3033 North Third Street, Room 1012, Phoenix, Arizona, 85012. USWC provides and at all material times has provided intrastate local exchange and exchange access service in Arizona subject to the regulatory authority of this Commission.

4. For purposes of §§ 251 and 252 of the 1996 Act, USWC is and has been at all material times an "incumbent local exchange carrier" in the State of Arizona as defined by § 251(h) of the 1996 Act.

5. On May 7, 1996, GSTT, on behalf of GST, delivered to USWC by facsimile, and USWC received, a *bona fide* written request for interconnection, services and network elements

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pursuant to Section 251 of the 1996 Act.² A copy of GST's interconnection request letter is attached as Exhibit A.

6. GST, as the requesting telecommunications carrier, has negotiated in good faith in accordance with § 251(c)(1) of the 1996 Act in an attempt to establish terms and conditions for a binding agreement with USWC for interconnection, services, and network elements.

7. Since GST initiated negotiations under the 1996 Act, GST and USWC have been engaged in negotiations. The parties have been unable to reach a binding agreement on all issues through negotiations under Section 252(a)(1) of the 1996 Act. However, as the result of negotiations, the parties have reached a partial but unsigned agreement on many issues. A copy of the most recent draft of the parties' partial interconnection agreement is attached as Exhibit B.³

8. Under § 252(b)(1) of the 1996 Act, Congress created a specific arbitration process for incumbent LECs and requesting telecommunication carriers to arrive at an interconnection agreement through compulsory arbitration by petition to a State commission to arbitrate any issues unresolved by negotiation under § 252(a). Either party to the interconnection negotiation may petition the State commission for arbitration during the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under § 252(b)(1). This petition is being timely filed with the Commission.

² GST Telecom submitted to USWC a request to negotiate interconnection agreements in several states on behalf of its subsidiaries in each respective state.

³ As will be fully explained, *infra*, Exhibit B does not embody the complete position of either GST or USWC on all topics. Also, Exhibit B is supplemented and/or replaced by certain terms of the document entitled "Interim Agreement for Service Resale." That document is attached as Exhibit C.

9. While the parties have been able to resolve many issues, certain other material issues remain unresolved, necessitating arbitration of those issues before the Commission as prescribed in § 252(b) of the 1996 Act.

10. In accordance with the requirements of § 252(b)(2), GST, the petitioner, states below (1) those issues that remain unresolved between the parties; (2) the position of each of the parties with respect to those issues; and (3) any other issue discussed and resolved by the parties. GST reserves its right to arbitrate any issues USWC may assert are unresolved.

II. Unresolved Issues

Several critical issues remain unresolved with regard to GST's request for interconnection, services, and network elements from USWC. GST requests that the Commission arbitrate the disputed issues discussed below.

A. Access Charges For Toll Calls Forwarded By Service Provider Number Portability Service—§ IX(B)(4)(e)

1. GST's Position

GST proposes that it receive \$6.00 per month for business and \$3.00 per month for residential lines as compensation for access charges on interLATA and intraLATA toll calls that GST are forwarded from USWC by an interim number portability mechanism. GST's position is contained in an access compensation proposal that it forwarded to USWC on October 1, 1996, attached hereto as Exhibit D.

2. USWC's Position

USWC's position is contained in § IX(B)(4)(e) of the draft interconnection agreement, which provides for the parties' recovery of their respective switched access charges for switched

access traffic terminated to a ported number that is remote call forwarded from a USWC switch to a GST switch. For such traffic, USWC proposes to remit the revenues recovered for the carrier common line charge to GST on a prorated basis. Although USWC has not yet specified the amount of the applicable carrier common line charge, it has indicated that this amount will be less than the amount proposed by GST.

3. Discussion

Section 251(e)(2) of the Communications Act requires that GST and USWC provide interim number portability to other local exchange carriers as well as to each other.⁴ It also requires that the costs of number portability be recovered from all telecommunications carriers in a competitively neutral and nondiscriminatory manner, rather than from any single group of carriers or customers.⁵ The FCC recently released an order which addresses the issue of providing for a fair recovery and allocation of the costs associated with interim number portability.⁶ The FCC order specifically concludes that it would *not* be consistent with the statute if all of the incremental costs associated with interim number portability were incurred by new entrants, and none by the incumbent LEC.⁷

⁴ See Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, CC Docket 96-98 (released August 8, 1996) ("Interconnection Order"). The rules implementing the FCC's decision are cited as "FCC Rules §51.xxx."

⁵ 47 U.S.C. § 251(e)(2).

⁶ Telephone Number Portability, First Report and Order, CC Docket No. 95-166, FCC 96-286 (released July 2, 1996) ("Number Portability Order"), *appeal docketed*, BellSouth Co. v. FCC, No. 96-1265 (D.C. Cir. July 30, 1996).

⁷ *Id.* at ¶ 138.

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Although GST and USWC do not disagree on either the parties' duty to provide interim number portability or the applicable interim number portability method, they differ on the issue of the appropriate division of access charge revenues for calls forwarded by USWC to GST via interim number portability. USWC proposes that GST recover only the carrier common line charge. GST, on the other hand, maintains its entitlement to a greater share of the access revenues. This position comports with the Number Portability Order, which states in pertinent part that:

[W]e conclude that the meet-point billing arrangements between neighboring incumbent LECs provide the appropriate model for the proper access billing arrangement for interim number portability. . Neither the forwarding carrier, nor the terminating carrier, provides all the facilities when a call is ported to the other carrier. Therefore, we direct forwarding carriers and terminating carriers to assess on IXCs charges for terminating access through meet-point billing arrangements. The overarching principle is that the carriers are to share in the access revenues received for a ported call.⁸

USWC's proposal to compensate GST for only the carrier common line charge is deficient because GST will provide additional services in the form of end office switching and local transport. Based on its analysis of publicly available data, GST proposes the adoption of a \$6.00 per month business rate and \$3.00 per month residential rate as compensation for access charges on calls that are forwarded pursuant to an interim number portability mechanism.

GST believes that this approach is consistent with the Commission's goal of introducing competition in the local exchange market. Only if the customers' carrier collects these revenues will competition be stimulated by interim number portability. Allowing USWC to retain more than its fair share of the toll access charges for calls terminated to a retained number belonging to a

⁸ *Id.* at ¶ 140.

customer of another carrier would reward USWC for the lack of true local number portability, and therefore provide a financial incentive to delay true number portability for as long as possible. Moreover, it would reinforce USWC's bottleneck on termination of interexchange traffic, stifling potential competition in the local exchange market. Put simply, such an approach would give USWC a competitive advantage by preventing new entrants from competing for toll access charges, a key component of LEC revenues.

B. Directory Services--§ IX(E)

1. GST's Position

The parties' draft interconnection agreement specifies that USWC will include GST's customers in its directory listings.⁹ However, GST proposes the inclusion of additional terms pertaining to directory services that have not yet been agreed to by USWC. Specifically, GST seeks to have USWC perform the following three services: (1) deliver directories to GST customers simultaneously with the delivery to USWC customers; (2) provide a section referring to GST in the information pages at the front of the USWC directory; and (3) provide yellow pages listings to GST's customers on the same terms that USWC offers to its customers.

2. USWC's Position

USWC has not yet responded to GST's requests. GST has been informed that U S West Direct, a subsidiary of USWC that bears responsibility for directory listings, has not formulated its position on this issue but will do so within approximately the next week.

3. Discussion

⁹ See Exhibit B at § IX(E).

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Directory listings and distribution support the local exchange network and provide customers with services that facilitate use of the network. The 1996 Act requires USWC to provide directory listings to competing providers such as GST.¹⁰ This and other service platforms (such as yellow page maintenance and 911 and E-911 systems) must be shared by competing carriers in order to permit customers to receive seamless services should they change their local exchange carrier.

The public interest also requires that persons be able to obtain telephone listing information for a given locality by consulting only one printed directory or one directory assistance operator. GST therefore proposes that USWC include GST's customer telephone numbers in all its white page and yellow page directory listings and directory assistance databases associated with the areas in which GST provides services to such customers. GST also maintains that USWC must distribute directories to GST's customers at the same time and in the same manner in which it provides those functions for its own customers. Furthermore, GST's customers should be provided the same nondiscriminatory rates, terms and conditions for enhanced listings (*i.e.*, bolding, identification, etc.) and yellow page advertising as are provided to USWC customers. To find otherwise would obviously impede the successful introduction of local competition by discouraging customers from switching from USWC to GST or another new entrant.

C. Performance Standards and Remedies--§ XVIII

1. GST's Position

Although language on performance standards and remedies is included in § XVIII of the draft agreement (entitled "Service Standards"), that section does not embody the position of either party.

¹⁰ See 47 U.S.C. §§ 251(b)(3) and 271(c)(2)(B)(viii).

As illustrated in Exhibit E, GST proposes that USWC pay GST specified damages for performance breaches under the parties' interconnection agreement. GST advocates that the parties adopt absolute standards for performance breaches that result in a liquidated damages-type liability of \$75,000 per month in the event of repeated breaches.

2. USWC's Position

USWC's proposal is contained in the language attached at Exhibit F. In contrast to the absolute standard proposed by GST, USWC suggests that a relative standard be applied to measure potential performance breaches. USWC refers to breaches as a "failure to meet performance criteria." It defines "performance criteria" by stating that its actions relating to GST "will meet or exceed the average performance by USWC for the total universe of specified activities." USWC proposes that any repeated breaches be addressed by negotiation or nonbinding arbitration.

3. Discussion

Implementing an interconnection agreement that provides a new entrant and competing incumbent with adequate performance standards and remedies is essential to ensuring that an ILEC's obligations under such an agreement are met. Otherwise, the competitive benefits that can be realized by such interconnection agreements are rendered moot. A new entrant is most vulnerable when it first enters the telecommunications market. This is particularly the case when a telecommunications provider is attempting to compete with a monopoly ILEC. Interconnection requires a new entrant to depend on the ILEC to fulfill critical obligations under the interconnection agreement, such as meeting a new entrant's requests for link orders, interim number portability, and out-of-service repairs on a timely basis. If the ILEC is permitted to shirk its obligations under the agreement without paying adequate damages, a new entrant (and potential competitor) can quickly

be driven out of business. Thus, it is essential that an interconnection agreement contain sufficient protections for new entrants and provide that proper damages be paid to new entrants for an ILEC's failure to meet its requirements under the agreement.

Specified damages provide an efficient, effective mechanism for enforcing the critical provisions of the interconnection agreement. Specified damages also provide an unambiguous financial incentive for firms to comply with the terms and conditions contained therein. Absent specified damages, carriers would be required to bring a complaint to the appropriate state or federal regulator to compel compliance or seek redress for breach of the agreement. Reliance on the complaint process has four principal shortcomings:

- ▶ It is expensive as it may require lawyers, witnesses and others to pursue the process to a successful conclusion. The expenses of resolving a complaint fall disproportionately on smaller interconnectors who may not maintain full-time regulatory staff in all the states in which they operate, unlike incumbent service providers.
- ▶ It also introduces substantial delays between when a breach occurs and when a regulatory agency actually provides relief. It is not unusual for complaints filed at the FCC or with some state regulators to remain undecided for years. This creates disincentives for firms to strictly comply with the provisions of an interconnection agreement if they know that regulators will not act promptly to remedy problems.
- ▶ It introduces uncertainty in the enforcement of the agreement, thereby raising the transaction costs of the agreement. Without a specified (or liquidated) damages provision, a carrier that violates a key provision of the interconnection agreement

will not know what it is liable for and the incumbent will be hard pressed to pay damages. This may create incentives for firms to take actions that harm new entrants.

- ▶ It increases the ability of incumbent firms to unilaterally and inappropriately limit their liability to other carriers through the tariffing process.

These concerns apply even more to the nonbinding arbitration process suggested by USWC. Nonbinding arbitration not only results in a failure to permanently resolve the parties' dispute, it strongly favors the incumbent by imposing a significant and prejudicial delay, during which time the new entrant has no meaningful recourse to address its complaint. It is essential that an interconnection agreement contain sufficient protections for new entrants and provide that proper damages be paid to new entrants for an ILEC's failure to meet its requirements under the agreement.

III. Issues Discussed and Resolved by the Parties

GST reached agreement with USWC on a number of issues, including those described below. The resolved issues listed below are more fully described in the draft interconnection agreement, which is attached as Exhibit B.¹¹ If USWC contests any of the following issues, GST reserves the right to seek Commission arbitration of those issues.

A. Rates and Charges--§ IV

Unbundled local loop rates are set forth in Appendix A to the interconnection agreement. Notwithstanding the unbundled local loop rates contained in Appendix A, however, the parties have agreed to apply the \$12.85 FCC proxy ceiling rate for Arizona as an interim rate. Appendix A also

¹¹ As explained below, Exhibit B is supplemented and/or replaced in several respects by Exhibit C. Section references below are to Exhibit B unless otherwise noted.

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contains the applicable rates for termination and transport of traffic, interconnection, access to unbundled network elements, and ancillary services. GST and USWC have agreed to provide service provider number portability ("SPNP"), for which rates are contained in Appendix A. The prices are based on Total Element Long Run Incremental Costs ("TELRIC"). GST has agreed to pay the averaged rates listed in Appendix A until such time as the wholesale rates are deaveraged pursuant to the FCC Interconnection Order. The charges for SPNP, links and resale are subject to retroactive true-up once final rate determinations are made by the FCC or State Commission.¹²

B. Reciprocal Traffic Exchange—§ V

The parties have agreed to terms for the exchange of traffic between GST and USWC end users. The types of traffic to be exchanged include EAS/local traffic, intraLATA toll traffic, switched access traffic, transit traffic and ancillary traffic. Where either party acts as an intraLATA toll provider or interLATA interexchange carrier, or where either GST or USWC interconnects and delivers traffic to the other from third parties, each party shall bill such third parties. GST and USWC have reached agreement on the applicable rates and billing arrangements for the various forms of traffic exchange.

C. Interconnection—§ VI

The parties have agreed on the terms of interconnection between their two networks. USWC will provide interconnection on the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and signaling transfer points necessary to exchange traffic and access call related databases. With respect to the

¹² The SPNP charges contained in Appendix A for Washington and Oregon are inaccurate. The parties have agreed to apply USWC's tariffed rate in those states.

quality of interconnection, USWC has agreed that it will not provide GST with less favorable terms and conditions than it provides itself. The parties have agreed to jointly develop standards and procedures to govern in the event of service interruptions.

D. Collocation--§ VII

USWC has agreed to provide physical collocation to GST of equipment necessary for interconnection or access to unbundled network elements, except that USWC will provide for virtual collocation if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. The parties have agreed on their respective collocation responsibilities. USWC and GST have also reached agreement on the common rate elements for virtual and physical collocation, as well as the rate elements that apply solely to each type of collocation.

E. Access To Unbundled Elements--§ VIII

USWC has agreed to provide GST with the following unbundled network elements: (1) local loop; (2) local and tandem switches; (3) interoffice transmission facilities; (4) network interface devices; (5) signaling and call-related database facilities; (6) operations support systems functions; and (7) operator and directory assistance facilities. Unbundled local loops will be provided in the form of a local interconnection service-link ("LIS-Link") that is available as a two-wire or four-wire point to point configuration. The parties have agreed on the applicable ordering and maintenance procedures for LIS-Link loops.

F. Ancillary Services and Arrangements--§ IX

The parties have reached agreement on the relevant aspects of 911 and E911 service, joint provisioning of busy line verification and busy line interrupt procedures. With respect to pole and

anchor attachments, GST and USWC have decided to negotiate agreements within thirty (30) days of execution of the interconnection agreement. The parties have provided for interconnection to the line information data base (LIDB). GST and USWC have also reached agreement on the provision of toll and assistance operator services.

G. Access To Operational Support Systems (OSS)—§ X

With respect to OSS, the parties' agreement is reflected in (1) the first of two sections labeled "Section V" in Exhibit C (i.e., the terms agreed to are in the section of Exhibit C that is referred to as "Access To Operational Support (OSS)); and (2) subparagraph X(E)(4) of Exhibit B.¹³ GST and USWC have agreed on the applicable interface design and provisioning of this service. The parties are still negotiating, but have agreed in principle, on compensation for OSS access.¹⁴

H. Resale Services—§ XI

The parties' agreement on this issue is set forth in Section IV of Exhibit C. USWC has agreed to provide services, including intraLATA toll service, for resale pursuant to the 1996 Act and its tariffs. GST and USWC have agreed on the scope of GST's responsibilities related to resale, as well as the applicable rates and charges.

I. Notice of Changes—§ XIV

GST and USWC have agreed that if a party makes a change in its network that it believes will materially affect the inter-operability of its network with the other party, the party making the

¹³ That paragraph, which is at p. 61, states that "The above charges will be equal to TELRIC costs for the basic OSS systems offered all Competitive Local Exchange Carriers."

¹⁴ *Id.*

change will provide at least ninety (90) days written advance notice of such change to the other party.

J. General Provisions—§ XII

With respect to the term of the agreement, the first sentence of Section XIX (A), Exhibit B states that "This agreement shall be deemed effective as of _____, 1996." GST and USWC have agreed that the effective date of the parties' interconnection agreement will be the date on which the agreement is executed, rather than any other date.

The parties also agreed to provisions regarding reciprocal offerings, nondisclosure, severability, indemnification, warranties, governing law, assignment, intellectual property, and other miscellaneous matters.

IV. Relief Requested

1. GST requests that the Commission arbitrate the unresolved interconnection issues between GST and USWC.
2. GST expressly reserves the right to offer such evidence in this proceeding as it deems necessary to support its position.

3. GST requests that the Commission compel USWC to provide to GST any and all relevant information regarding the unresolved interconnection issues pursuant to § 252(b)(4)(B) of the 1996 Act.

Respectfully submitted,



Eric J. Brantman
SWIDLER & BERLIN, Chartered
3000 K Street, N.W., Suite 300
Washington, D.C. 20007-5116
(202) 424-7500 (Tel.)
(202) 424-7645 (Fax.)

Counsel for GST Tuscon Lightwave, Inc.

Dated: October 10, 1996

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of October 1996, copies of THE PETITION OF GST TUSCON LIGHTWAVE, INC FOR ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS WITH U S WEST COMMUNICATIONS, INC. PURSUANT TO 47 U.S. C. § 252(B) were served via overnight delivery on the following:

James Matthews, Executive Secretary
Utilities Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007

Gary L. Lane
U S West Communications, Inc.
3033 North 3rd Street
Room 1012
Phoenix, Arizona 85012


Kathleen L. Green

LIST OF EXHIBITS

- Exhibit A** **May 7, 1996 GST Interconnection Request Letter.**
- Exhibit B** **October 7, 1996 Draft Interconnection Agreement.**
- Exhibit C** **Interim Agreement for Service Resale.**
- Exhibit D** **October 1, 1996. Memorandum from John W. Slocum at GST to Colleen Rugh at USWC Regarding Interim Number Portability Access Compensation.**
- Exhibit E** **August 28, 1996 Letter from John W. Slocum at GST to Mark Reynolds at USWC Regarding Specified Damages.**
- Exhibit F** **October 2, 1996, USWC Language Regarding Service Standards.**

EXHIBIT A



CORPORATE HEADQUARTERS
4317 NE THURSTON WAY
VANCOUVER, WA 98662
360-254-4700 360-260-2075 FAX

May 7, 1996

Ms. Colleen Rugh
U S West Communications
421 S. W. Oak Street, Room 8N1
Portland, Oregon 97204

Re: Negotiations Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Dear Ms. Rugh:

This is to confirm your telephone conversations with John Slocum to schedule initial negotiations between U S West Communications and GST Telecom, Inc. on behalf of its subsidiary companies, pursuant to the Act of 1996. These negotiations shall include all issues detailed in Sections 251 and 252 of the act, including individual state requirements where allowed under the Act.

GST Telecom has filed for local exchange certification in Arizona, Idaho, New Mexico and Washington, and expects to file shortly in additional states where U S West is present. Therefore, we request that a single master agreement be negotiated which will be flexible enough to allow for local variations.

I have prepared an attachment outlining GST's negotiating team members. The attachment also includes the subsidiary company names for the states GST has already applied for local service.

GST is aware that other companies are requesting negotiations of these same requirements with you at this time. GST is also aware that the FCC must process rulemakings to codify many finer points of the Act. Given those considerations, GST is willing to quickly negotiate an interim agreement that reflects the spirit of the Act, reasonably protects both companies, and is flexible to respond to final FCC and state commission resolutions.

GST is also interested in ancillary wholesale services which U S West may make available to competitive LECs — such as Operator Services, CMDS Host, Directories, etc. A brief overview of U S West offerings at our initial meeting would be appreciated.

The meeting date of May 23 is acceptable to GST. You are welcome to come to GST's Vancouver, Washington office. If circumstance requires meeting at the U S West Portland office, that would not be a problem. We expect that the first meeting should last no more than four (4) hours.

We at GST appreciate your efforts at scheduling our meeting. I look forward to meeting you in person and the rest of U S West's negotiating team.

Very truly yours,


Robert L. Olson
Vice President Exchange and Wireless Services

Attachment

GST Telecom, Inc. is a subsidiary of GST Telecommunications, Inc., which trades on the American Stock Exchange under the symbol GST.

Riverside • San Bernardino • Ontario • Rialto • City of Industry • Monterey Park
Los Angeles • Palm Springs • Victorville • Tucson • Hawaii • Maui
Honolulu • Oahu • Albuquerque • San Francisco Bay Area

Attachment

GST Interconnection Team

Team Leader	Robert L. Olson, Vice President	360-604-2809
Legal	J. Jeffrey Mayhook, Esq., Director of Legal	360-604-2870
Technology	Harry Galekovich, Vice President Engineering	360-604-2827
Finance	John W. Slocum, Director Rates and Tariffs	360-604-2833
Regulatory	Ken Snow, Director Regulatory Affairs	510-746-7186
Contracts	Gen Roper, Manager Contracts	360-604-2824
Operations	James (Jay) Carveny, Director Exchange Ops.	360-944-4519

GST Telecom, Inc. States and Subsidiaries

Arizona	GST NW (AZ), Inc.
Idaho	GST Idaho Lightwave, Inc.
New Mexico	GST New Mexico Lightwave, Inc.
Washington	GST Lightwave (WA), Inc.

EXHIBIT

**AGREEMENT
FOR LOCAL WIRELINE NETWORK INTERCONNECTION
AND
SERVICE RESALE
Between**

**and
U S WEST Communications, Inc.**

TABLE OF CONTENTS

	Page
I. RECITALS & PRINCIPLES	1
II. SCOPE OF AGREEMENT	2
III. DEFINITIONS.....	3
IV. RATES AND CHARGES -- GENERALLY.....	8
V. RECIPROCAL TRAFFIC EXCHANGE.....	9
A. Scope	9
B. Types of Traffic.....	9
C. Network Management	10
D. Types of Exchanged Traffic.....	11
E. Rate Structure -- Local Traffic	12
F. Rate Structure -- Toll Traffic.	15
G. Rate Structure -- Transit Traffic.	15
H. NXX Code Availability And Customer Dialing Formats	15
I. LIS Interface Code Availability And Optional Features.....	15
J. Measuring Local Interconnection Minutes.....	16
K. Testing	17
L. Ordering	17
M. Billing Arrangements.....	18

N. Mileage Measurement	19
O. New Requests and Construction Charges	19
VI. INTERCONNECTION.....	19
A. Definition.....	19
B. Meet Point POI.....	19
C. Collocation.....	20
D. Entrance Facility.....	20
E. Quality of Interconnection	20
F. Points of Interface (POI).....	20
G. Trunking Requirements	20
H. Forecasts	21
I. Service Interruptions.....	22
VII Collocation.....	24
A. General Description	24
B. Virtual Collocation.....	24
C. Physical Collocation	26
D Collocation Rate Elements	28
E Collocation Installation Intervals.....	31
VIII. ACCESS TO UNBUNDLED ELEMENTS	32
A. General Terms	32
B. Description of Unbundled Elements	32
1. Tandem Switching	32
2. Transport	33
3. Digital Cross Connect System.	33
4. Unbundled Loops.....	33

5. Local Switching Elements	37
6. Network Interface Device (NID)	38
7. Additional Unbundled Elements	39
IX. ANCILLARY SERVICES AND ARRANGEMENTS	39
A. Signaling Access To Call-Related Databases	39
B. Service Provider Number Portability Service	40
C. Basic and Enhanced 911	44
D. Directory Assistance Service	46
E. Directory Listings	47
F. Busy Line Verification and Busy Line Interrupt	50
G. Toll and Assistance Operator Services	51
H. Interconnection to Line Information Data Base (LIDB)	52
I. Pole and Anchor Attachments	53
J. Right of Way	53
K. Inner Duct Occupancy	54
L. Miscellaneous Ancillary Services	54
X. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)	54
A. Operational Systems Interfaces - Interface Implementation Timetable	54
B. OSS Interface Design	54
C. Accessible OSS Functions	55
1. Pre-ordering and Ordering	55
2. Provisioning	56
3. Maintenance & Repair	57
D. Billing Interfaces	59
1. Monthly Billing Information	59

2. Daily Usage Data	59
3. Local Account Maintenance Report.....	59
4. Centralized Message Distribution System ("CMDS").....	60
5. Routing of In-region IntraLATA Collect, Calling Card, and Third Number Billed Messages.....	60
E. Compensation.....	60
XI. RESALE SERVICES.....	61
A. Description	61
B. Scope	61
C. Ordering and Maintenance.	61
D. GST Responsibilities	63
E. Rates and Charges	64
F. Directory Listings	65
G. Deposit.....	65
H. Payment	65
XII. ACCESS TO TELEPHONE NUMBERS	66
XIII. DIALING PARITY	67
XIV. NOTICE OF CHANGES.....	67
XV. COOPERATIVE PROCEDURES	67
A. Transfer of Service.....	67
B. Coordinated Repair Calls.....	67
XVI. NEW INTERCONNECTION/UNBUNDLED ELEMENT REQUEST PROCESS.....	68
XVII. CONSTRUCTION CHARGES	70
XVIII SERVICE STANDARDS	70

A. Definitions.....	70
---------------------	----

XIX. GENERAL PROVISIONS 71

A. Term.....	71
--------------	----

B. Letter of Authorization.....	72
---------------------------------	----

C. Payment.....	72
-----------------	----

D. Reciprocal Offerings.....	73
------------------------------	----

E. Taxes.....	73
---------------	----

F. Force Majeure.....	73
-----------------------	----

G. Limitation of Liability.....	73
---------------------------------	----

H. Indemnification.....	74
-------------------------	----

I. Intellectual Property.....	75
-------------------------------	----

J. Warranties.....	75
--------------------	----

K. Assignment.....	76
--------------------	----

L. Default.....	76
-----------------	----

M. Severability.....	76
----------------------	----

N. Nondisclosure/Confidentiality and Proprietary Information.....	76
---	----

O. Survival.....	78
------------------	----

P. Dispute Resolution.....	78
----------------------------	----

Q. State Commission Arbitration Issues.....	79
---	----

R. Governing Law.....	79
-----------------------	----

S. Joint Work Product.....	79
----------------------------	----

T. Responsibility for Environmental Contamination.....	80
--	----

U. Notices.....	80
-----------------	----

V. Responsibility of Each Party.....	80
--------------------------------------	----

W. No Third-Party Beneficiaries.....	81
--------------------------------------	----

X. Referenced Documents.....	81
Y. Publicity and Advertising.....	81
Z. Amendments or Waivers.....	81
AA. Executed in Counterparts.....	82
BB. Headings of No Force or Effect.....	82
CC. Entire Agreement.....	82

**AGREEMENT
FOR LOCAL WIRELINE NETWORK INTERCONNECTION
AND
SERVICE RESALE**

Pursuant to this Agreement for Local Wireline Network Interconnection and Service Resale ("Agreement"), GST Telecom, Inc., on behalf of its subsidiaries and affiliates ("GST"), a Competitive Local Exchange Carrier and U S WEST Communications, Inc. ("USWC") (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the states of Arizona, Idaho, New Mexico, Oregon, Utah, Washington. This Agreement includes terms, conditions, and prices for network interconnection, access to unbundled network elements, ancillary network services, and retail services available for resale. It will be submitted to the applicable State Public Utilities Commission(s). Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

The Parties agree and understand that USWC is proposing certain provisions in this Agreement, based, in large part, on the FCC's First Report and Order, In the Matter of Implementing of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 2d Order"). To the extent that certain of the rules contained in the FCC 1st Order and the FCC 2d Order, or any other FCC Order adopted to implement the Telecommunications Act of 1996, are deemed by the courts to be not effective, this Agreement shall be modified to comport with the final court decisions and subsequent FCC rules adopted to comply with the court's decisions.

I. RECITALS & PRINCIPLES

WHEREAS, interconnection between competing Local Exchange Carriers ("LECs") is necessary for the termination of each company's originating traffic on the other carrier's network; and

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, USWC is an Incumbent Local Exchange Carrier or has a majority ownership interest in local exchange companies which are Incumbent Local Exchange Carriers; and

WHEREAS, the Parties should be able to efficiently exchange traffic and signaling at well-defined and standardized points of mutually agreed interconnection and

WHEREAS, the Parties wish to enter into a working relationship to interconnect their respective telecommunications networks on fair and equitable terms; and

WHEREAS, the Act has specific requirements for interconnection, unbundling, and service resale, commonly referred to as the "checklist" and the Parties desire that this Agreement meet those checklist requirements, and

WHEREAS, USWC is willing to sell unbundled Network Elements and Ancillary Functions and additional features, as well as services for resale, on the terms and subject to the conditions of this Agreement, and

WHEREAS, GST is a Telecommunications Carrier and has requested that USWC negotiate an Agreement with GST for the provision of interconnection, reciprocal compensation, resale and unbundled Network Elements (including Ancillary Functions and additional features) pursuant to the Act and in conformance with USWC's duties under the Act, and

WHEREAS, the parties have arrived at this Agreement through voluntary negotiations undertaken pursuant to the Act,

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GST and USWC hereby covenant and agree as follows:

II. SCOPE OF AGREEMENT

- A. This Agreement sets forth the terms, conditions and prices under which USWC agrees to provide (a) services for resale (hereinafter referred to as "Local Services") (b) certain unbundled Network Elements, Ancillary Functions and additional features to GST (hereinafter collectively referred to as "Network Elements") or combinations of such Network Elements ("Combinations") for GST's own use or for resale to others, and (3) interconnection and reciprocal compensation for the exchange of local traffic between USWC and GST, for purposes of offering local exchange services. Unless otherwise provided in this Agreement, USWC will perform all of its obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.
- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

- C GST acknowledges that it is USWC's position that USWC's existing telecommunications network represents substantial investment made as a result of its carrier-of-last-resort obligation and that such network allows GST's end users to interconnect with significantly more business and residential customers than vice versa. GST further acknowledges that USWC believes a separate transitional element is necessary to compensate USWC for the value of its network in this Agreement, that under the Act, the FCC will establish a proceeding to address Universal Service Support, and that the Act also empowers the state Commission to establish a separate proceeding on universal service issues. In consideration of GST's willingness to interconnect on the terms set forth in this Agreement, and without prejudice to the position it may take in the FCC docket or before any state Commission, USWC agrees to await the outcome of such proceedings, rather than seek universal service support from GST at this time. GST without prejudice to any position it may have before the FCC or any state Commission, commits that it shall not use this Agreement to argue in the Universal Service Support docket or any other proceeding that a universal service additive is not appropriate

III. DEFINITIONS

- A) "Act" means the Communications Act of 1934 (47 U.S.C. 153 (R)), as amended by the Telecommunications Act of 1996
- B) "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic (see FCC Tariff #5 and appropriate state access tariffs) Reference Technical Pub 77342
- C) Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to "order" trunking and facilities between GST and USWC for Local Interconnection Service.
- D) "BLV/BLV Traffic" or "BLV/BLV Call" refers to an operator call between a GST operator and a USWC operator to inquire as to the busy status of, or requesting an interruption of a call on a Basic Exchange Telecommunications Service.
- E) "Basic Exchange Telecommunications Service" means a service offered to end users that provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and that enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunication Services.

F) "Calling Party Number" or "CPN" is a Common Channel Signaling parameter that refers to the number transmitted through the network identifying the calling party. Reference Technical Pub. 77342.

G) "Central Office Switch", or "Central Office" means a switching entity within the public switched communications network, including but not limited to:

"End office switches" that are Class 5 switches where end user Basic Exchange Telecommunications Services are directly connected and offered.

"Tandem office switches" are Class 4 switches used to connect and switch trunk circuits between and among end office switches and other tandems.

H) "CLASS" features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection. (See Bellcore documentation for definition)

I) "Collocation" is the virtual or physical collocation service that USWC provides in its designated USWC wire centers. Reference Technical Pub. 77201.

J) "Commission" means the applicable State Public Utilities Commission.

K) "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. Reference Technical Pub. 77342.

L) Directory Listings are any information: (1) identifying the listed names of subscribers of a telecommunications carrier and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the telecommunications carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format.

M) "DS1" is a digital signal rate of 1.544 Mbps (Mega Bits Per Second). Reference Technical Pub. 77200, 77375.

N) "DS3" is a digital signal rate of 44.736 Mbps. Reference Technical Pub. 77324.

O) "Enhanced Services" means any services offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of the subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve customer interaction with stored information.

- P) "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.
- Q) "Interconnection" is the linking of the USWC and GST networks for the mutual exchange of traffic and for GST access to unbundled network elements. Interconnection term does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, entrance facilities or meet point arrangements. Reference Technical Pub. in part. 77201, 77205
- R) "Interexchange Carrier" or "IXC" means a provider of interexchange telecommunications services as recognized by state or federal regulatory agencies
- S) "Interim Number Portability" or "Service Provider Number Portability" as referenced in this Agreement, is the capability of an end user to retain their telephone number when changing local service providers, using existing switched based technology.
- T) "Meet Point" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- U) "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a LEC and a Competitive Local Exchange Carrier) jointly provide switched access service to an Interexchange Carrier, with each LEC (or GST) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs. Reference Technical Pub. 77384.
- V) "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a Competitive Local Exchange Carrier), or by one LEC in two or more states within a single LATA
- W) "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a Competitive Local Exchange Carrier). It is published by Bellcore as SRBDS 00983.

- X) "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.
- Y) "Network Element" is a facility or equipment used in the provision of a telecommunications service. Such term also includes, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.
- Z) "Numbering Plan Area" or "NPA" is sometimes referred to as an area code. This is the three digit indicator that is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" (SAC Code) is typically associated with a specialized telecommunications service that may be provided across multiple geographic NPA areas.
- AA) "NXX", "NXX Code", or "Central Office Code" is the three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10 digit telephone number within the North American Numbering Plan ("NANP").
- BB) "Pre-ordering and Ordering" includes the exchange of information between telecommunications carriers about current or proposed customer products and services or unbundled network elements or some combination thereof.
- CC) "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a Competitive Local Exchange Carrier) takes place.
- DD) "Rate Center" means the specific geographic point and corresponding geographic area associated with one or more NPA-NXX codes that have been assigned to a LEC (or GST) for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, that is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area where the LEC (or GST) provides Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- EE) "Reseller" is a Competitive Local Exchange Carrier that obtains dial tone and associated telecommunications services from another local exchange service provider through the purchase of bundled finished services for resale to GST's end user customers.

- FF) "Routing Point" means a location that a LEC or GST has designated on its own network as the homing (routing) point for traffic, bearing a certain NPA-NXX designation, that is inbound to Basic Exchange Telecommunications Services provided by the LEC or GST. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point.
- GG) "Service Control Point (SCP)" is a computer database in the public switched network which contains information and call processing instructions needed to process and complete a telephone call
- HH) "Signal Transfer Point (STP)" is a packet switch that acts as a routing hub for a signaling network and transfers messages between various points in and among signaling networks
- II) "Tariff Services" as used throughout this Agreement refers to USWC interstate tariffs and state tariffs, price lists, price schedules and catalog
- JJ) "Technically feasible" Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that USWC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. USWC is, however, entitled to recover the costs of such modification of facilities or equipment
- KK) "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. As used in this definition, "telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- LL) "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, is located. However, for purposes of Collocation

service. Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto. Reference Technical Pub. 77203, 77318.

IV. RATES AND CHARGES – GENERALLY

- A USWC's prices for termination and transport of traffic, interconnection, access to unbundled network elements (including operational support systems), and ancillary services are based upon the Total Element Long Run Incremental Cost (TELRIC), including joint and common costs, incurred by USWC in providing the service, reflecting USWC's TELRIC cost studies. Prices are set forth in Appendix A
- 1 Until such time as wholesale rates are deaveraged in the applicable State, GST will pay the weighted State-wide average rate, which is referred to in Appendix A as "Weighted Area Average".
 2. The Parties' agreement to the Link, Service Provider Number Portability (SPNP), and Resale rates in Appendix A is not indicative of the Parties' position as to the basis or appropriateness of the charges or whether they are consistent with the pricing standards in the FCC Interconnection Order or other related FCC decisions. Link and Resale rates will continue until a final determination on these rates is made by the relevant State or Federal regulatory authority, either through arbitration or regulatory proceeding during the term of this Agreement. SPNP rates will be adjusted retroactively if a State Commission requires implementation of a broad-based SPNP recovery scheme. As outlined above, at such time as a final determination is made with respect to Link, SPNP, and Resale rates, the Parties will recalculate the rates in accordance with the State or Federally mandated rates, dating back to the effective date of this Agreement, and make payment for any over or under charges for these rates. For SPNP, there will be no true-up for payments made under previously tariffed rates or for payments retroactively rebated in accordance with a Commission ordered broad-based recovery scheme. Interest charges will not apply to payments made under this provision when made within thirty (30) days of such determination. Nothing in this section shall prohibit a Party from availing itself of any valid Commission orders on a going forward basis.
- B. USWC's wholesale discounts for resale services, set forth in Appendix A, are based upon USWC's actually avoided costs for offering the services on a wholesale basis, reflecting USWC's avoided cost studies.
- C. Where any request for services or elements under this Agreement entails the modification of existing facilities; where such request cannot be met by the offerings specified in this Agreement; where such a request entails a higher or lower level of quality that USWC provides to itself; or where this Agreement and

incorporated Appendices do not establish a price to recover the development, implementation, or other costs of meeting the request; the New Interconnection/Unbundled Element Request Process detailed in Section XVI or special construction charges as detailed in Section XVII shall apply

V. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

Reciprocal traffic exchange addresses the exchange of traffic between GST and USWC end users. If such traffic is local, the provisions of this Agreement shall apply. Where either party acts as an intraLATA toll provider or interLATA Interexchange Carrier (IXC) or where either party interconnects and delivers traffic to the other from third parties, each party shall bill such third parties the appropriate charges pursuant to its respective tariffs or contractual offerings for such third party terminations.

B. Types of Traffic

The types of traffic to be exchanged under this Agreement include:

1. EAS/local traffic is traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with USWC's then current EAS/local serving areas, as determined by the Commission.
2. IntraLATA toll traffic as defined in accordance with USWC's current intraLATA toll serving areas, as determined by the Commission.
3. Switched access traffic, or interLATA toll traffic, as specifically defined in USWC's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.
4. Transit traffic is any traffic (i.e., EAS/Local, intraLATA toll, and switched access) that originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.

Transit service provides the ability for a provider to use its connection to a local or access tandem for delivery of calls that originate with a provider and terminate to a company other than the tandem company, such as another Competitive Local Exchange Carrier, an existing Exchange Carrier, or a wireless network. In these cases, neither the originating nor

terminating end user is a customer of the tandem provider. The tandem provider will accept traffic originated by a Party and will terminate it at a point of interconnection with another local, intraLATA or interLATA network provider. This service is provided through local and access tandem switches.

5. Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - a. Directory Assistance
 - b. 911/E911
 - c. Operator call termination (busy line interrupt and verify)
 - d. 800/888 database dip
 - e. LIDB
 - f. Information services requiring special billing
 - g. Wireless traffic terminating on USWC's network from a Commercial Mobile Radio Service provider.
6. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local/EAS, intraLATA toll, or Switched Access.
7. Either Party may request a review or audit of the various components of access recording to ensure that the type of traffic is properly identified and minutes of use are properly recorded. Such audits may be requested up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

C. Network Management

1. Service levels

Both Parties agree to manage their network switches in accordance with the Bellcore LSSGR.

The acceptable service levels for LIS and the criteria for applying protective controls will be administered in the same manner as the network management for Switched Access Service.

2. CALEA Requirements

1000-1-1-44-1

The Parties agree to comply with the requirements for lawful surveillance activities required by the Communications Assistance Law Enforcement Act (CALEA).

3. **Mass Calling**

The Parties shall cooperate and share preplanning information regarding cross network call-ins expected to generate large or focused temporary increases in call volume to prevent or mitigate the impact of these events on the public switched network.

D. Types of Exchanged Traffic

1. **Termination of Local Traffic.**

Local traffic will be terminated as Local Interconnection Service (LIS).

2. **Transport of Local Traffic**

As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

- a. Each Party may elect to provision its own trunks for delivery of local traffic to be terminated on the other Party's network.
- b. One Party may elect to purchase transport services from the other or from a third party. Such transport would deliver the originating Party's local traffic to the terminating Party's end office for call termination. Transport may be purchased from USWC as either Tandem Switched Transport (TST) or Direct Trunk Transport (DTT) to each USWC end office.
- c. Based on forecasted traffic at GST's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the GST end office and a USWC end office, the Parties agree to provision a dedicated (i.e., direct) two-way trunk group from GST's end office directly to the USWC end office. The direct facility may be provisioned by USWC or GST.

3. **Transit Traffic.**

- a. Transit Service provides the ability for GST to use its connection to a USWC local or access tandem to deliver calls that originate with GST and terminate to a company other than USWC. That transiting traffic may be to another Competitive Local Exchange Carrier, an existing Exchange Carrier, an Interexchange Carrier's Point of Presence, or a wireless network. There are three types

of transiting traffic. (1) transiting local traffic, (2) transiting toll traffic and (3) transiting wireless traffic. In these cases neither the originating nor terminating end user is a customer of USWC. USWC will accept traffic originated by GST and will terminate it at a point of interconnection with another GST, Exchange Carrier, Interexchange Carrier or Wireless Carrier. USWC will provide this service through local and access tandem switches.

- b. USWC expects that all networks involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.
- c. The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and USWC's FCC tariff).

4. Toll Traffic.

- a. Toll traffic routed to an access tandem, or directly routed to an end office, will be terminated as Switched Access Service. Traffic terminated at the access tandem will be routed to the end offices within the LATA that subtend the USWC access tandem switch. Switched Access Service also allows for termination at an end office via direct trunked circuits provisioned either by USWC or GST.

E. Rate Structure -- Local Traffic

1 Call Termination

- a. The Parties agree that call termination rates as described in Appendix A will apply reciprocally for the termination of local/EAS traffic per minute of use. If the exchange of local/EAS traffic between the Parties is within +/- 5% of balance (as measured quarterly), the Parties agree that their respective call termination charges will offset one another, and no compensation will be paid.
- b. The Parties agree to perform quarterly joint traffic studies, based upon mutually agreeable measurement criteria and study standards. In the event that the exchange of traffic is not in balance as described above, the call termination charges in Appendix A will apply.

- ## 2. Transport

a. When the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated

with the trunks and no transport charges will apply. Call termination charges, if applicable, may apply as described above.

- b If one Party desires to purchase local transport from the other Party, the following rate elements will apply. Transport rate elements include the direct trunk transport facilities between the GST POI and the USWC tandem or end office switches. Transport also includes tandem switched transport facilities between the GST POI and the USWC end office switches or between the USWC tandem and USWC end office switches. These elements include, but are not limited to, tandem switching, tandem switched transport, and direct trunk transport. The applicable rates are described in Appendix A. In host-remote serving situations, the Parties agree to treat each other in a reciprocal manner.

- 1 Direct-trunked transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching functions, for the use of GST between the USWC serving wire center serving the point of interconnection and a USWC local exchange or tandem office.

- a If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Appendix A. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the direct trunk transport rate shall be a percentage that reflects the provider's relative use of the facility in the busy hour.

- 2 Tandem-switched transport facilities provide for the termination of traffic at the GST end office and the USWC end office with routing provided through the USWC tandem. GST will forecast its capacity needs (see Section VI H.), and USWC will make capacity available as requested by GST for traffic that routes through the USWC tandem for delivery to each subtending end office specified in a GST forecast. For USWC tandem switches, USWC will determine the type of facilities from the tandem to its local exchange offices. Tandem switching and tandem switch transport charges per Appendix A apply.

- 3 Multiplexing options are available at rates described in Appendix A.

4. Any changes in facility or trunk, other than an increase or decrease in the number of paths, is treated as a discontinuance and installation of service. Any growth that requires new facilities or network configuration is subject to negotiations.

F. Rate Structure – Toll Traffic.

1. Applicable Switched Access Tariff rates, terms, and conditions apply to toll traffic routed to an access tandem, or directly to an end office. Relevant rate elements include Direct Trunk Transport (DTT) or Tandem Switched Transport (TST), Interconnection Charge (IC), Local Switching, and Carrier Common Line, as appropriate.

G. Rate Structure – Transit Traffic.

1. Applicable switched access, Type 2 or LIS transport rates apply for the use of USWC's network to transport transit traffic. For transiting local traffic, USWC will charge the applicable LIS rates to GST. For transiting toll traffic, USWC will charge the applicable switched access rates to the Interexchange Carrier. For transiting wireless traffic, USWC will charge the applicable Type 2 rates to the wireless provider.

H. NXX Code Availability And Customer Dialing Formats

1. Terminating LIS and Switched Access Service switching reaches valid NXX codes in the local calling area and other valid NXX codes within the LATA. Only those valid NXX codes served by that end office may be reached when traffic is routed directly to a local exchange office. Only those valid NXX codes for local exchange offices subtending that tandem may be reached when traffic is routed through a tandem switch.
2. Terminating LIS calls are not completed to 950-XXXX access codes, interLATA or interstate Feature Group D, 10XXX and 101XXXX access codes, local operator assistance (0- or 0+) or Directory Assistance Service (1+NPA+555-1212). Terminating LIS may not be switched to a Switched Access Service.

I. LIS Interface Code Availability And Optional Features

1. Interface Code Availability.

Supervisory Signaling specifications, and the applicable network channel interface codes for LIS trunks, are the same as those used for Feature

Group D Switched Access Service. Please see USWC's applicable switched access tariff for the specifications

2 Optional Features

a Inband MF or SS7 Out of Band Signaling

Inband MF signaling and SS7 Out of Band Signaling are available for LIS trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Provisioning of the LIS trunks equipped with MF signaling or SS7 Out of Band Signaling is the same as that used for Feature Group D Switched Access. Common Channel Signaling Access Capability Service, as set forth in USWC's applicable switched access tariff, must be ordered by GST when SS7 Out-of-Band Signaling is requested on LIS trunks.

b Clear Channel Capability

Clear Channel Capability permits 24 DS0-64 kbit/s services or 1 536 Mbit/s of information on the 1.544 Mbit/s line rate. Clear Channel Capability is available for LIS trunks equipped with SS7 Out-of-Band Signaling. Clear Channel Capability is only available on trunks to USWC's access tandem switch or USWC's end office switches (where available). (Clear Channel Capability is not available on trunks to USWC's local tandem switch or end offices where it is currently not deployed. GST agrees to use the New Interconnection/Unbundled Element Request process if such functionality is desired.) Clear Channel Capability must be requested on the order for the new LIS trunks. The provisioning of the LIS trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service. Please see USWC's applicable state switched access tariff for the specifications and rates.

J. Measuring Local Interconnection Minutes

1. Measurement of terminating Local Interconnection Minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or GST's point of interconnection, whichever is recognized first by the entry switch.

USWC and GST are required to provide each other the proper call information (e.g., originated call party number and destination call party

number, etc.) to enable each Party to issue bills in a complete and timely fashion.

K. Testing

1. Acceptance Testing

At the time of installation of an LIS trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. Please see USWC's applicable switched access tariff for the specifications.

2. Testing Capabilities

- a. Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).
- b. In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates.

L. Ordering

1. When ordering LIS, the ordering Party shall specify on the service order request: the interconnection facility, the type of transport, (i.e., direct trunk or tandem switched transport), the number of trunks and the optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.
2. When the ordering Party initially orders a DS3 interconnection facility, in conjunction with tandem switched transport to a tandem, or DS3 direct trunk transport facilities to a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 interconnection facilities, or DS3 direct trunk transport facilities, the provider will assign the DS1 facility to the DS3 interconnection facility or DS3 direct trunk transport facility, as directed by the ordering Party.

3. A joint planning meeting will precede GST and USWC trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting tandem interconnection will provide the expected traffic distribution to each end office subtending the tandem. On the order for LIS, the ordering Party shall specify: 1) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center; 2) the type of interoffice transport, (i.e., direct trunk transport or tandem switched transport); 3) the peak busy hour CCS from the GST end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and any optional features (see form Appendix B).
4. Service intervals and due dates for negotiated arrangements will be determined on an individual case basis.

M. Billing Arrangements

1. Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in USWC's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that GST sub-tends in each LATA. Additionally, as local interconnection compensation structures develop, both Parties will negotiate MPB arrangements for local traffic in conjunction with the transit function.
2. The parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
3. As detailed in the MECAB document, GST and USWC will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by GST and USWC via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will negotiate compensation for file transfer; additionally, the parties will negotiate the data exchange required to support local interconnection compensation.
4. The Parties will agree upon reasonable audit standards to ensure billing accuracy.

5. During the joint network planning session to implement this Agreement, USWC will provide GST a list of all Interexchange Carriers and wireless service providers that subtend the USWC access tandem in each LATA where GST offers service.

N. Mileage Measurement

Where required, the mileage measurement for LIS facilities and trunks is determined in the same manner as the mileage measurement for Feature Group D Switched Access Service.

O. New Requests and Construction Charges

If applicable, the New Interconnection/Unbundled Element Request Process and/or construction charges will apply as detailed in Sections XVI and XVII of this Agreement.

VI. INTERCONNECTION

A. Definition

1. Interconnection" is the linking of the USWC and GST networks for the mutual exchange of traffic and for GST access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, entrance facilities or meet point arrangements. Reference Technical Pub., in part, 77201, 77205.
2. USWC will provide interconnection at the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and signaling transfer points necessary to exchange traffic and access call related databases.

B. Meet Point POI

1. A Meet Point POI is a negotiated point of interface, limited to the interconnection facilities between one Party's end office and/or tandem switch and the other Party's tandem switch. The actual physical point of interface and facilities used will be subject to negotiations between the Parties. Where facilities are not available and GST requests USWC to build facilities, special construction charges will apply. Each Party will be responsible for its portion of the build to the meet point, if the meet point arrangement is used exclusively for the exchange of local traffic.

2. If the meet point arrangement is to be used for access to unbundled network elements, GST must pay all of the economic costs of the meet point arrangement

C. Collocation

Interconnection may be accomplished through either virtual or physical collocation. The terms and conditions under which collocation will be available are described in Section VII herein.

D. Entrance Facility

Interconnection may be accomplished through the provision of an entrance facility. An entrance facility extends from the serving wire center of the provider to the other party's end office switch. Entrance facilities may not extend beyond the area described by the provider's serving wire center. The rates for entrance facilities are provided in Appendix A.

- E. Quality of Interconnection** USWC will not, for the purpose of interconnection, provide to GST less favorable terms and conditions than it provides itself or in a manner less efficient than it would impose on itself. The quality of interconnection will be at least equal to that of USWC. To the extent that GST requests higher or lower quality interconnection, GST agrees to use the New Interconnection/Unbundled Element Request procedure described in Section XVI.

F. Points of Interface (POI)

Upon the request for specific point to point routing, USWC will make available to GST information indicating the location and technical characteristics of USWC's network facilities. The following alternatives are negotiable: (1) a DS1 or DS3 entrance facility, where facilities are available (where facilities are not available and USWC is required to build, special construction charges will apply.); (2) Virtual Collocation; (3) Physical Collocation; and (4) negotiated meet point facilities. Each Party is responsible for providing its own facilities up to the meet point. The Parties will negotiate the facilities arrangement between their networks.

G. Trunking Requirements

- 1 USWC agrees to provide designed interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, that are used within its own network.
- 2 Two-way integrated trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and

network requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs SS7, and (3) network requirements - directory assistance traffic to TOPS tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

- a IntraLATA toll and switched access trunks
- b EAS/local trunks
- c Directory Assistance trunks
- d 911/E911 trunks
- e Operator services trunks
- f Non-USWC toll
- g Non-USWC local
- h Commercial Mobile Radio Service/Wireless traffic

- 3 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.
- 4 The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all Local/EAS Trunk Circuits. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Transmission Specifications for signaling are detailed in Technical Pub. 77342
- 5 Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. This MF arrangement will require a separate Local Trunk Circuit between GST's switch and USWC's tandems. Reference Technical Pub. TR-314 and TR394.
- 6 The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes

H. Forecasts

- 1. GST intends to offer telephone exchange services to both residential and business subscribers, exclusively or predominately, over GST's own telephone exchange service facilities in the areas in which GST provides telecommunications services
- 2. The Parties agree to provide each other with a three year forecast within 45 days of signing this Agreement. The forecasts will be treated as proprietary between the Parties. The initial forecast will provide the amount of traffic to be delivered to each of the other Party's end offices impacted by the exchange of traffic. The forecast shall be updated and provided to the other Party on a quarterly basis, and in the manner shown

in Appendix B. Forecasts will be provided for all trunk groups impacted by the exchange of traffic, including trunk groups from the tandem to the end offices for those tandems that have trunk groups interconnecting the Parties

I. Service Interruptions.

- 1 Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.
- 2 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
- 3 If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. They shall advise the "Impairing Party" that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.
- 4 Each Party shall be solely responsible, and bear the expense, for the overall design of its services. They shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities. If GST creates a circumstance causing additional costs to USWC, construction charges, as specified in Section XVII of this Agreement, shall apply.
- 5 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service.

6. Where new facilities, services and arrangements are installed, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.
7. Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.
8. Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.
 - a) In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.
 - b) The Parties shall cooperate in isolating trouble conditions.

VII Collocation.

A. General Description

1. Collocation allows GST to obtain dedicated space in the USWC Local Serving Office (LSO) and to place equipment in such spaces to interconnect with the USWC network. Collocation also includes the USWC providing resources necessary for the operation and economical use of collocated equipment. POIs for network interconnection can be established through virtual or physical collocation arrangements at the parties' end office or tandem switch buildings.
2. Collocation is offered for network interconnection between the Parties. The collocated party may cross connect to other collocated parties via expanded interconnection channel terminations provided by USWC, provided that GST's collocated equipment is used for interconnection with USWC or access to USWC's unbundled network elements. Additional terms, conditions and rates apply in conjunction with subsequent call termination (e.g., call termination charges, tandem switching, tandem-switched transport, see Section V.)
3. GST will construct its own fiber optic cable to the USWC-designated point of interconnection. USWC will extend GST's fiber optic cable from the POI to the cable vault within the wire center. If necessary, USWC may bring the cable into compliance with USWC internal fire code standards and extend the cable to the collocated space.
4. GST will be provided two points of entry into the USWC wire center only when there are at least two existing entry points for USWC cable and when there are vacant entrance ducts in both. Cable entry will be limited to fiber facilities.
5. GST may collocate transmission equipment to terminate basic transmission facilities. GST may not collocate equipment used to provide enhanced services, or switching equipment. GST must identify what equipment will be installed, to allow for USWC to use this information in engineering the power, floor loading, heat release, environmental particulant level, and HVAC.

B. Virtual Collocation

1. USWC shall provide virtual collocation for the purpose of Interconnection or access to unbundled Network Elements subject to the rates, terms and conditions of this Agreement.

2. GST will not have physical access to the USWC wire center building pursuant to a virtual collocation arrangement
3. GST will be responsible for obtaining and providing to USWC administrative codes, e.g., common language codes, for all equipment specified by GST and installed in wire center buildings
4. GST will be responsible for payment of training of USWC employees for the maintenance, operation and installation of GST's virtually collocated equipment when that equipment is different than the equipment used by USWC
5. GST will be responsible for payment of charges incurred in the maintenance and/or repair of GST's virtually collocated equipment.
6. USWC does not guarantee the reliability GST's virtually collocated equipment
7. GST is responsible for ensuring the functionality of virtually collocated SONET equipment provided by different manufacturers
8. Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm and after business hours are after 5:00pm and before 8:00am, Monday through Friday, all day Saturday, Sunday and holidays.
9. GST will transfer possession of GST's virtually collocated equipment to USWC via a no cost lease. The sole purpose of the lease is to provide USWC with exclusive possessory rights to GST's virtually collocated equipment. Title to the GST virtually collocated equipment shall not pass to USWC
10. Installation and maintenance of GST's virtually collocated equipment will be performed by USWC or a USWC authorized vendor.
11. GST shall ensure that upon receipt of the GST virtually collocated equipment by USWC, all warranties and access to ongoing technical support are passed through to USWC, all at GST's expense. The interconnector shall advise the manufacturer and seller of the virtually collocated equipment that it will be possessed, installed and maintained by USWC.
12. GST's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063. Company wire center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. GST shall provide USWC interface

specifications (e.g., electrical, functional, physical and software) of GST's virtually collocated equipment.

13. USWC may restrict the type of virtually collocated equipment. USWC will only permit basic transmission terminating equipment (i.e., non-switching equipment) to be virtually collocated by GST. Nortel access nodes configured as pair gain devices are permissible.
14. GST must specify all software options and associated plug-ins for its virtually collocated equipment.
15. GST is responsible for purchasing and maintaining a supply of spares. Upon failure of the GST virtually collocated equipment, GST is responsible for transportation and delivery of maintenance spares to USWC at the wire center housing the failed equipment.

C. Physical Collocation

1. USWC shall provide to GST Physical Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements, except that USWC may provide for Virtual collocation if USWC demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. USWC shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to the rates, terms and conditions of this Agreement.
2. Where GST is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, GST may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to the rates, terms and conditions of this Agreement, or (ii) unless it is not practical for technical reasons or because of space limitations convert its Virtual Collocation at such premises in which case GST shall coordinate the construction and rearrangement with USWC of its equipment (IDLC and transmission) and circuits for which GST shall pay USWC at applicable rates, and pursuant to the other terms and conditions in this Agreement. In addition, all applicable Physical Collocation recurring charges shall apply.
3. GST will be allowed access to the POI on non-discriminatory terms. GST owns and is responsible for the installation, maintenance and repair of its transmission equipment located within the space rented from USWC.
4. GST must use leased space immediately and may not warehouse space for later use or sublease to another provider. Physical collocation is offered in wire centers on a space-available, first come, first-served basis.

5. The minimum standard leasable amount of floor space is 100 square feet. GST must efficiently use the leased space, no more than 50% of the floor space may be used for storage cabinets and work surfaces. The Commission will be the final arbitrator in points of dispute between the parties.
6. GST's leased floor space will be separated from other competitive providers and USWC space through cages or hard walls. GST may elect to have USWC construct the cage, or choose from USWC approved contractors to construct the cage, meeting USWC's installation Technical Publication 77350
7. The following standard features will be provided by USWC:
 - a. Heating, ventilation and air conditioning
 - b. Smoke/fire detection and any other building code requirement.
8. USWC Responsibilities.
 - a. Design the floor space within each wire center which will constitute GST's leased space.
 - b. Ensure that the necessary construction work is performed to build GST's leased physical space and the riser from the vault to the leased physical space.
 - c. Develop a quotation specific to GST's request.
 - d. Extend USWC-provided and owned fiber optic cable from the POI through the cable vault and extending the cable to GST's leased physical space or place the cable in fire retardant tubing prior to extension to GST's leased physical space.
 - e. Installation and maintenance and all related activity necessary to provide Channel Termination between USWC's and GST's equipment.
 - f. Work cooperatively with GST in matters of joint testing and maintenance.
9. GST Responsibilities
 - a. Determine the type of enclosure for the physical space.
 - b. Procure, install and maintain all fiber optic facilities up to the USWC designated POI.

- c. Install, maintain, repair and service all GST's equipment located in the leased physical space.
 - d. Ensure that all equipment installed by GST complies with Bellcore Network Equipment Building System Generic Equipment requirements, USWC wire center environmental and transmission standards, and any statutory (local, federal, or state) or regulatory requirements in effect at the time of equipment installation or that subsequently become effective.
10. Once construction is complete for physical collocation and GST has accepted its leased physical space, GST may order its DS1, DS3 or DS0 Expanded Interconnection Channel Terminations.
 11. If, at any time, USWC determines that the equipment or the installation does not meet applicable code or insurance requirements, GST will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If GST fails to correct any non-compliance within thirty (30) days of written notice of non-compliance, USWC may have the equipment removed or the condition corrected at GST's expense.
 12. If, during installation, USWC determines GST activities or equipment are unsafe, non-standard or in violation of any applicable laws or regulations, USWC has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of USWC employees, interfere with the performance of USWC's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, USWC may perform such work and/or take action as is necessary to correct the condition at GST's expense.

D Collocation Rate Elements

1. Common Rate Elements

The following rate elements are common to both virtual and physical collocation:

- a. Quote Preparation Fee. This covers the work involved in developing a quotation for GST for the total costs involved in its collocation request.
- b. Entrance Facility. Provides for fiber optic cable on a per 2 fiber increment basis from the point of interconnection utilizing USWC owned, conventional single mode type of fiber optic cable to the collocated equipment (for virtual collocation) or to the leased space (for physical collocation). Entrance facility includes riser,

fiber placement, entrance closure, conduit/innerduct, and core drilling

- c Cable Splicing. Represents the labor and equipment to perform a subsequent splice to the GST provided fiber optic cable after the initial installation splice. Includes a per-setup and a per-fiber-spliced rate elements
- d 48 Volt Power. Provides 48 volt power to the GST collocated equipment. Charged on a per ampere basis.
- e 48 Volt Power Cable. Provides for the transmission of -48 Volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for physical collocation) or to the collocated equipment (for virtual collocation)
- f Inspector Labor. Provides for the USWC qualified personnel necessary when GST requires access to the point of interconnection after the initial installation or access to its physical collocation floor space, where an escort is required. A call-out of an inspector after business hours is subject to a minimum charge of 4 hours.
- g Expanded Interconnection Channel Termination (EICT). Telecommunications interconnection between GST's collocated equipment and USWC's network is accomplished via an Expanded Interconnection Channel Termination (EICT). This element can be at the DS3, DS1 or DS0 level depending on the USWC service it is connecting to. Connection to any other network or telecommunications source within the wire center is allowed only through USWC services
- h Expanded Interconnection Channel Regeneration. Required when the distance from the leased physical space (for physical collocation) or from the collocated equipment (for virtual collocation) to the USWC network is of sufficient length to require regeneration.

2 Physical Collocation Rate Elements

The following rate elements apply only to physical collocation arrangements:

- a. Floor Space Rental. Provides the monthly rent for the leased physical space, property taxes and base operating cost without -

48 Volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 Volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of both the leased physical space and the USWC wire center areas surrounding it, and general repair and maintenance.

- b. **Enclosure Buildout.** The Enclosure Buildout element, either Cage or Hardwall, includes the material and labor to construct the enclosure specified by GST or GST may choose from USWC approved contractors to construct the cage, meeting USWC's installation Technical Publication 77350. It includes the enclosure (cage or hardwall), air conditioning (to support GST loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code for the hardwall enclosure). Also provides for humidication, if required.
- c. Pricing for the above physical collocation rate elements will be provided on an individual basis due to the uniqueness of GST's requirements, central office structure and arrangements.

3. **Virtual Collocation Rate Elements**

The following rate elements apply uniquely to virtual collocation:

- a. **Maintenance Labor --** Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of the GST virtually collocated equipment. GST is responsible for ordering maintenance spares. USWC will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment for GST. A call-out of a maintenance technician after business hours is subject to a minimum charge of (4) hours.
- b. **Training Labor --** Provides for the billing of vendor-provided training for USWC personnel on a metropolitan service area basis, necessary for GST virtually collocated equipment which is different from USWC provided equipment. USWC will require three USWC employees to be trained per metropolitan service area in which the GST virtually collocated equipment is located. If, by an act of USWC, trained employees are relocated, retired, or are no longer available, USWC will not require GST to provide training for additional USWC employees for the same virtually collocated equipment in the same metropolitan area. The amount

of training billed to GST will be reduced by half, should a second collocator in the same metropolitan area select the same virtually collocated equipment as GST

- c Equipment Bay -- Provides mounting space for the GST virtually collocated equipment. Each bay includes the 7 foot bay, its installation, all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.
- d Engineering Labor -- Provides the planning and engineering of the GST virtually collocated equipment at the time of installation, change or removal.
- e Installation Labor -- Provides for the installation, change or removal of the GST virtually collocated equipment.

E Collocation Installation Intervals

The following intervals are common to both virtual and physical collocation.

- 1 Acknowledgement of Floor Space Availability. Within fifteen days of the receipt by USWC from GST of a Request for Collocation and an associated Quote Preparation Fee, USWC will notify GST whether the sufficient floor space is available to accommodate GST's request.
- 2 Quote Preparation. Within twenty-five business days of the receipt by USWC from GST of a Request for Collocation and an associated Quote Preparation Fee, USWC provide GST with a written quotation containing all nonrecurring charges for the requested collocation arrangement.
- 3 Quote Acceptance. Within thirty days of the receipt by GST of the USWC quotation, GST will accept the USWC proposed quotation. Acceptance shall require payment to USWC of fifty percent of the non-recurring charges provided on the quotation.
- 4 Completion of Cage Construction (physical collocation only). Within 90 days of the acceptance of the quotation by GST, the construction of the necessary cage/hardwall enclosure shall be completed. At this time, the leased floor space will be available to GST for installation of its collocated equipment.
- 5 Completion of Collocated Equipment Installation (virtual collocation only) -
- USWC shall complete the installation of GST's collocated equipment within 90 days of USWC's receipt of GST's collocated equipment.

VIII. ACCESS TO UNBUNDLED ELEMENTS

A. General Terms

1. USWC agrees to provide the following unbundled network elements which are addressed in more detail in later sections of this agreement: 1) local loop, 2) local and tandem switches (including all vertical switching features provided by such switches, 3) interoffice transmission facilities, 4) network interface devices, 5) signaling and call-related database facilities, 6) operations support systems functions, and 7) operator and directory assistance facilities.
2. USWC will not unbundle the network elements of any USWC finished retail service, recombine those elements back into a finished retail service, and then provide that finished retail service to GST in the guise of and at the pricing for the unbundled network elements, where GST chooses not to combine any of its own facilities or equipment with one or more of those unbundled elements in providing that finished service to its customers. USWC agrees, however, to offer such finished retail service to GST for resale pursuant to Section XI of this Agreement.
3. USWC will not restrict the types of telecommunications services GST may offer through unbundled elements, nor will it restrict GST from combining elements with any technically compatible equipment GST owns. USWC will provide GST with all of the functionalities of a particular element, so that GST can provide any telecommunications services that can be offered by means of the element. USWC agrees to perform and GST agrees to pay for the functions necessary to combine requested elements in any technically feasible manner either with other elements from USWC's network, or with elements possessed by GST. However, USWC need not combine network elements in any manner requested if not technically feasible, but must combine elements ordinarily combined in its network in the manner they are typically combined.

B. Description of Unbundled Elements

1. Tandem Switching

USWC will provide a tandem switching element on an unbundled basis. The tandem switch element includes the facilities connecting the trunk distribution frames to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches. The definition of the tandem switching element also includes the functions that are centralized in tandems rather than in separate end office switches, such as call recording, the routing of

calls to operator services, and signaling conversion functions. See LIS Product Structure, Section V.

2. Transport

USWC will provide unbundled access to shared transmission facilities between end offices and the tandem switch. Further, USWC will provide unbundled access to dedicated transmission facilities between its central offices or between such offices and those of competing carriers. This includes, at a minimum, interoffice facilities between end offices and serving wire centers (SWCs), SWCs and IXC POPs, tandem switches and SWCs, end offices or tandems of USWC, and the wire centers of USWC and requesting carriers. USWC will also provide all technically feasible transmission capabilities, such as DS1, DS3, and Optical Carrier levels (e.g. OC-3/12/48/96) that GST could use to provide telecommunications services. See LIS Product Structure, Section V.

3. Digital Cross Connect System.

USWC will provide GST with access to mutually agreed upon digital cross-connect system (DCS) points.

4. Unbundled Loops

a. Service Description

- i. Local Interconnection Service-Link ("LIS-Link") is an unbundled local loop that establishes a transmission path between the USWC distribution frame (or equivalent) and USWC's network interface device (NID).
- ii. Basic LIS-Link is available as a two-wire or four-wire, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, GST is requested to specify loop start or ground start options. The actual loop facilities that provide this service may utilize various technologies or combinations of technologies. Basic LIS-Link service will provide an analog loop to GST. Reference Tech. Pub. 77384.
 - (a) Where USWC has the capability, GST can order line conditioning, as an add-on to the basic LIS-Link, that will allow GST to transmit the digital signals necessary to provide ISDN, HDSL, ADSL,

and DS1 service. Pricing for this conditioning is expected by Nov. 1, 1996, with ADSL available by the end of 1Q97.

- (b) Specific channel performance options for the loops can be ordered by identifying the Network Channel (NC)/Network Channel Interface (NCI) for the functions desired.
- b. LIS-Links are provided in accordance with the specifications, interfaces and parameters described in the appropriate Technical Reference Publications. USWC's sole obligation is to provide and maintain LIS-Links in accordance with such specifications, interfaces and parameters. USWC does not warrant that LIS-Link is compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between GST's end user and USWC's end office and may vary due to characteristics inherent in the physical network. USWC, in order to properly maintain and modernize the network, may make necessary modifications and changes to the network elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters.
- c. Facilities and lines furnished by USWC on the premises of GST's end user and up to the NID or equivalent are the property of USWC. USWC must have access to all such facilities for network management purposes. USWC's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the LIS-Link service to remove such facilities and lines.
- d. The LIS-Link is the unbundled local loop between the USWC distribution frame and USWC's NID located at GST's end user premise. The connection between the distribution frame and GST facilities is accomplished via channel terminations that can be ordered in conjunction with either Expanded Interconnection Collocation or Private Line Transport Service.
- e. Ordering and Maintenance.
 - i. For the purposes of loop assignment, tracking, and dispute resolution, USWC will require a Letter of Authorization for each end user for which LIS-Link is provided.
 - ii. If there is a conflict between an end user (and/or its respective agent) and GST regarding the disconnection or provision of LIS-Link, USWC will honor the latest dated

Letter of Authorization designating an agent by the end user or its respective agent. If the end user's service has not been disconnected and LIS-Link not yet established, GST will be responsible to pay the nonrecurring charge as set forth herein. If the end user's service has been disconnected and the end user's service is to be restored with USWC, GST will be responsible to pay the applicable nonrecurring charges as set forth in USWC's applicable tariff, to restore the end user's prior service with USWC.

- iii. GST is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its customers. USWC will work cooperatively with GST to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USWC's network. GST must provide USWC test results comparable to test results USWC would provide itself when testing its customer's trouble prior to USWC performing any repair functions. Maintenance of service charges in accordance with applicable time and material charges in USWC tariffs will apply when the trouble is not in USWC's network.
- iv. GST will be responsible to submit to USWC a disconnect order for a LIS-Link that is relinquished by the end user due to cessation of service. LIS-Link facilities will be returned to USWC when the disconnect order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnect/reconnection of service.
- v. The installation due date is a negotiated item. Related orders for disconnecting from Links from one Party's network and connecting such Link to the other Party's network and the associated physical work will be done within the same calendar day. Completion of the SPNP service will occur roughly in the same timeframe as completion of the Link order, normally within one hour.
- vi. When ordering LIS-Links, GST is responsible for obtaining or providing facilities and equipment that are compatible with the service.
- vii. GST will have responsibility for testing the equipment, network facilities and the LIS-Link facility. If USWC performs tests of the LIS-Link facility at GST's request, and the fault is not in the USWC facilities, a charge shall apply.

- 4050-142-404
- viii. **GST will be responsible for providing battery and dial tone to its connection point two days prior to the due date on the service order.**
 - ix. **The following procedures shall apply to Unbundled Loops ordered with the option of Basic Testing at Coordinated Time:**
 - (a) **On each Unbundled Loop order, GST and USWC will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which both the GST and USWC personnel will make telephone contact to complete the cutover.**
 - (b) **Within the appointed 30 minute cutover time, the GST person will call the USWC person designated to perform cross-connection work and when the USWC person is reached in that interval such work will be promptly performed. If the GST person fails to call or is not ready within the appointed interval, and if GST had not called to reschedule the work at least 2 hours prior to the start of the interval, USWC and GST will reschedule the work order and GST will pay the non-recurring charge for the Unbundled Loops scheduled for the missed appointment. In addition, non-recurring charges for the rescheduled appointment will apply. If the USWC person is not available or not ready at any time during the 30 minute interval, GST and USWC will reschedule and USWC will waive the non-recurring charge for the Unbundled Loops scheduled for that interval. The standard time expected from disconnection of service on a line to the connection of the Unbundled Loop to the GST Collocation Service is 5 minutes. If USWC causes a line to be out of service due solely to its failure for more than 15 minutes, USWC will waive the non-recurring charge for that Unbundled Loop. If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cutover, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of GST.**
 - x. **GST and USWC will work cooperatively to develop forecasts for LIS-Link service. USWC requests an**

eighteen month forecast of LIS-Link service. The forecast will include the specific serving Wire Center that will be requested, plus the specific quantity of each service desired. The forecast will be updated quarterly.

- f. Appendix A contains the rate information for LIS-Link.
- g. If applicable, the New Interconnection/Unbundled Element Request Process and/or construction charges will apply as detailed in Sections XVI and XVII of this Agreement.

5. Local Switching Elements

The switching network element includes facilities that are associated with the line (e.g., the line card), facilities that are involved with switching the call, and facilities used for custom routing. The local switching network element is comprised of three rate elements:

- a. Line-related (per line)
 - i. The switching elements encompass line-side and trunk-side facilities plus the features, functions, and capabilities of the switch. This includes the functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks. The line-related local switching element includes:
 - (a) Telephone Number
 - (b) Directory Listing
 - (c) Dial Tone
 - (d) Signaling (loop or ground start)
 - (e) On/Off Hook Detection
 - (f) Audible and Power Ringing
 - (g) Automatic Message Accounting (AMA) Recording
 - (h) Access to 911, Operator Services, and Directory Assistance
 - (i) Blocking Options (900 services)
 - ii. The switching element does not include vertical services, including custom calling and CLASS features, that are currently offered as finished retail services and are available for resale.
 - iii. The access point for line-side local switching interconnection, depending upon the element, is the Distributing Frame (DF) or the Digital Crossconnect Bay (DSX) of the USWC designated serving wire center.

- iv. **Physical Traits - Line-side elements.** Two-wire, analog, POTS type switch connection at the Distributing Frame.
- v. **The price for line-related local switching is described in Appendix A.**

b. Trunk-side Local Switching Element. (per minute of use)

The trunk-side local switching interconnection element includes the switching functions of connecting lines to lines, trunks to lines, lines to trunks, lines to switched features, and trunks to trunks. This rate element is the same as the call termination element for Local Interconnection Service (LIS) described in Section V.

c. Customized routing

i. Description

Customized routing will enable GST to direct particular classes of calls to particular outgoing trunks. GST can use customized routing to direct its customers' calls to 411, 555-1212, or O- to its own directory assistance or operator services platform.

ii. Limitations

Because there is a limitation in the technical feasibility of offering custom routing beyond the capacity of the 1A ESS switch, custom routing will be offered to competitors on a first-come, first-served basis.

iii. The price for custom routing will be provided on a case-by-case basis.

- (a) The switching element does not include vertical services, including custom calling and CLASS features, that are currently offered as finished retail services and are available for resale.

6. Network Interface Device (NID)

a. Service Description.

A device wired between a telephone protector and the inside wiring to isolate the customer's equipment from the network at the

subscriber's premises. It is a device for the termination of inside wire that is available in single and multiple pair configurations.

- b. GST may connect its loops, via its own NID, to the USWC NID.
- c. Any costs associated with GST connecting its NID to USWC's NID, will be the responsibility of GST.
- d. Connecting GST's loop to the USWC NID is prohibited.
- e. If GST purchases an unbundled loop, GST may provide its own NID or have USWC provide the NID.
- f. The price for access to the NID will be provided on a case-by-case basis.

7. Additional Unbundled Elements

USWC shall provide nondiscriminatory access to, and where appropriate, development of additional unbundled network elements not covered in this Agreement in response to specific requests therefor, pursuant to the New Interconnection/Unbundled Element Request Process detailed in Section XVI of this Agreement.

IX. ANCILLARY SERVICES AND ARRANGEMENTS

A. Signaling Access To Call-Related Databases

- 1. When GST is purchasing local switching from USWC, USWC will provide access via the STP to call related databases used in AIN services. The Parties agree to work in the industry to define the mediated access mechanisms for SCP access. Access to the USWC SMS will be provided to GST to create, modify, or update information in the call related databases, equivalent to the USWC access.
- 2. USWC will offer unbundled signaling via LIS-Common Channel Signaling Capability (CCSAC). CCSAC service utilizes the SS7 network and provides access to call-related databases that reside at USWC's SCPs, such as the Line Information Database (LIDB) and the 800 Database. The access to USWC's SCPs will be mediated via the STP Port in order to assure network reliability.
- 3. CCSAC includes:

- a. Entrance Facility - This element connects GST's signaling point of interface with the USWC serving wire center (SWC). The GST may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, GST would need to purchase collocation and an expanded interconnection channel termination.
 - b. Direct Link Transport (DLT) - This element connects the SWC to the USWC STP. The GST may purchase this element or self-provision transport directly to the STP. If GST provides the link to the STP, it must purchase collocation and an expanded interconnection channel termination at the STP location.
 - c. STP Port - This element provides the switching function at the STP. One STP Port is required for each DLT Link. The Port provides access to the Service Control Point (SCP).
- 4. Access to Advanced Intelligent Network (AIN) functions is available only through the STP
 - 5. USWC will provide access to Service Management Systems (SMS) through its Service Creation Environment (SCE) on an equivalent basis as USWC provides to itself. SMS allows GST to create, modify, or update information in call related databases. Currently, the SCE process is predominantly manual.
 - 6. The pricing for CCSAC service is provided in Appendix A

B. Service Provider Number Portability Service

- 1. General Terms.
 - a. The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible.
 - b. This agreement includes charges that apply to each ported telephone number and are designed to recover the costs of service provider number portability from the cost causer.
 - c. Until permanent number portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide SPNP to each other through Remote Call Forwarding.
 - d. Once permanent number portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, its SPNP offerings, subject to advance notice to the other Party and coordination to allow the

seamless and transparent conversion of SPNP customer numbers to permanent number portability. Upon implementation of permanent number portability pursuant to FCC regulations, both parties agree to conform and provide such permanent number portability.

- e USWC will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel calling cards associated with these forwarded numbers as directed by GST.
- f Upon request, USWC shall provide to GST SPNP via Direct Inward Dial Trunks pursuant to applicable tariffs.
- g Where either party has activated an entire NXX for a single customer, or activated a substantial portion of an NXX for a single customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another.

2. Description Of Service

- a Service Provider Number Portability Service ("SPNP") is a service arrangement that can be provided by USWC to GST or by GST to USWC. Although this Agreement describes USWC to GST arrangements, USWC will require a reciprocal agreement for SPNP from GST.

SPNP applies to those situations where an end-user customer elects to transfer service from USWC to GST and they also wish to retain their existing telephone number. SPNP consists of USWC's providing to GST the capability to route calls placed to telephone numbers assigned to USWC switches to GST's switches. SPNP is available only for working telephone numbers assigned to USWC customers who request to transfer to GST provided service and where, in USWC's determination, SPNP is technically and economically feasible and facilities and operating conditions permit.

- b SPNP is available as SPNP-Remote Call Forwarding ("SPNP-RCF") permitting a call to a USWC assigned telephone number to be translated to GST's dial-able local number. GST may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible on a per

path basis. GST will need to specify the number of simultaneous calls to be forwarded for each number ported.

c. SPNP is subject to the following restrictions:

- i. A SPNP telephone number may be assigned by GST only to GST's customers located within USWC's local calling area and toll rating area that is associated with the NXX of the portable number.**
- ii. SPNP is applicable only if GST is engaged in a reciprocal traffic exchange arrangement with USWC.**
- iii. Only the existing, USWC assigned end-user telephone number may be used as a ported number for SPNP.**
- iv. Other than for those customers with bona fide billing disputes, SPNP will not be provided by USWC for USWC customers whose accounts are in arrears and who elect to make a change of service provider unless and until the following conditions are met:**
 - Full payment for the account (including directory advertising charges associated with the customer's telephone number) is made by customer or GST agrees to make full payment on behalf of customer.**
 - USWC is notified in advance of the change in service provider and a Change of Responsibility form is issued.**
 - USWC accepts the transfer of responsibility.**
- v. SPNP services shall not be re-sold, shared or assigned by GST.**
- vi. SPNP is not offered for NXX Codes 555, 976, 960 and 1+ sent-paid telephones, and Service Access Codes (i.e. 500, 700, 800/888, 900). SPNP is not available for FGA seven-digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign Central Office Service, as well as restrictions that may apply for unique services; e.g., DID, hunting arrangements. Furthermore, SPNP numbers may not be used for mass calling events.**
- vii. The ported telephone number will be returned to the originating company when the ported service is disconnected. The company purchasing a ported number may not retain it and reassign it to another customer. Consistent with USWC's standard procedures for its own customers, an intercept announcement will be**

provided by USWC for the period of time until the telephone number is reassigned.

3. Ordering and Maintenance

- a. GST is responsible for all dealings with and on behalf of GST's end users, including all end user account activity, e.g. end user queries and complaints.
- b. GST is responsible for obtaining a Letter of Authorization (LOA) from each end user requesting a transfer of the end user's telephone number from USWC to GST.
- c. If an end user requests transfer of service from GST back to USWC, USWC may rely on that end user request to cancel the SPNP service.
- d. Certain features are not available for SPNP telephone numbers.
- e. GST's designated SPNP switch must return answer and disconnect supervision to USWC's switch.
- f. GST will provide to the E911 database provider the network telephone number that GST assigned to the USWC-assigned, ported telephone number. Updates to and maintenance of the SPNP information to the E911 database are the responsibility of GST.
- g. GST will submit to USWC a disconnect order for each ported number that is relinquished by GST's end users. Such ported numbers shall be returned to USWC's network.

4. Proposed Rate Structure

- a. **Number Ported** -- This charge applies per number ported, per month. Should GST provide the transport from the USWC end office to its end office switch, a lower charge applies. This charge provides a single call path from the USWC end office switch to GST for the portable number.
- b. **Additional Call Path** -- This charge applies per additional call path per month added to a particular ported telephone number. Should GST provide the transport from the USWC end office to its end office switch, a lower charge applies.
- c. **Service Establishment -- Per Switch.** This non-recurring charge applies to GST for each USWC end office switch that is equipped to provide SPNP to GST.

- d. Service Establishment -- Per Number -- This non-recurring charge applies to GST for each telephone number equipped with SPNP
- e. The Parties will both recover their respective Switched Access charges for Switched Access traffic terminated to a ported number that is remote call forwarded from a USWC switch to a GST switch. For such traffic, USWC will remit the revenues recovered for the Carrier Common Line Charge to GST on a prorated basis
- f. Rates are contained in Appendix A.

C. Basic and Enhanced 911

1. Scope

- a. GST exchanges in the state of _____ to be included in USWC's E-911 Data Base are listed in Appendix C, hereby incorporated into this Agreement. Additional exchanges and prefixes may be added via written notice and will not require an amendment to this Agreement.
- b. In counties where USWC has obligations under existing agreements as the primary provider of the 911 System to the county, GST will participate in the provision of the 911 System as described in this Agreement.
 - i. Each party will be responsible for those portions of the 911 System for which it has total control, including any necessary maintenance to each Party's portion of the 911 System.
 - ii. USWC will be responsible for maintaining the E-911 Data Base.
 - iii. GST assumes all responsibility for the accuracy of the data that GST provides to USWC for MSAG preparation and E-911 Data Base operation.
 - iv. GST will provide end user data to the USWC ALI data base utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. USWC will furnish GST any variations to NENA recommendations required for ALI data base input.
 - v. GST will provide end user data to the USWC ALI data base that are Master Street Address Guide (MSAG) valid

and meet all components of the NENA-02-004 Recommended Measurements For Data Quality.

- vi. GST will update its end user records provided to the USWC ALI data base to agree with the 911 MSAG standards for its service areas.
 - c. If a third party; i.e., LEC, is the primary service provider to a county, GST will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and GST are totally separate from this Agreement and USWC makes no representations on behalf of the third party.
 - d. If GST is the primary service provider to the county, GST and USWC will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.
 - e. GST will separately negotiate with each county regarding the collection and reimbursement to the county of applicable customer taxes for 911 service.
 - f. GST is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of USWC for the 911 call delivery.
 - g. The parties shall provide a single point of contact to coordinate all activities under this Agreement.
 - h. USWC will not reimburse GST for any expenses incurred by GST in conjunction with this Agreement or the provision of E-911 services.
2. Performance Criteria. E-911 Data Base accuracy shall be as set forth below:
- a. Accuracy of ALI (Automatic Location Identification) data will be measured jointly by the PSAPs (Public Safety Answering Points) and USWC in a format supplied by USWC. The reports shall be forwarded to GST by USWC when relevant and will indicate incidents when incorrect or no ALI data is displayed.
 - b. Each discrepancy report will be jointly researched by USWC and GST. Corrective action will be taken immediately by the responsible party.

- c Each party will be responsible for the accuracy of its customer records. GST specifically agrees to indemnify and hold harmless USWC from any claims, damages, or suits related to the accuracy of customer data provided by GST to USWC for inclusion in the E-911 Data Base

3 New Requests and Special Construction Charges

If applicable, the New Interconnection/Unbundled Element Request Process and/or construction charges will apply as detailed in Sections XVI and XVII of this Agreement.

D. Directory Assistance Service

1. Description Of Directory Assistance

- a Directory Assistance ("DA") Service is telephone number information service that USWC provides to GST, permitting GST end users to receive published and non-listed telephone numbers within the end user's state. The listing information is contained in USWC's current DA database. USWC's DA database contains only those published and non-listed telephone numbers provided by USWC, LECs and other Competitive Local Exchange Carriers.
- b USWC will track and bill GST for the number of calls placed to USWC's DA Service by GST's end use customers.
- c USWC will provide unbundled access to directory assistance facilities and functionalities, as available, at any technically feasible point where capability and capacity exist. Access may be provided via operator services trunks purchased from USWC or provided by GST via collocation arrangements. These operator services trunks will be connected directly to the DA host switch or directly to a remote DA switch via the trunk side. These connections offer technical access to full DA functionality. All trunk interconnections will be digital. (Reference OSSGR, Section 6, Signaling and Section 10, System Interfaces)
- d USWC will provide Call Completion service, where available, which allows GST's customer the option of completing the call to the requested number without having to originate another call. Business Call Completion service provides call completion to a business after the GST customer has received the number from DA. The called business pays for the call to be completed. In the unbundled environment, for GST to use this service, GST will need to provision or obtain from USWC a direct MF Operator Services type trunk group between the end office and the interconnection point on the USWC operator services switch.

2 Charges

- a GST agrees to pay for DA Services provided under this Agreement originating from GST's existing exchanges and any GST exchanges established in the future. The price for DA Services provided under this Agreement is specified in Appendix A and does not include a free call allowance. This price shall be subject to adjustment upon thirty (30) days prior written notice.
 - b If USWC cannot compile the necessary information to generate an accurate invoice, due to USWC equipment malfunction or other error, USWC may render a reasonably estimated bill, but shall notify GST of the method of such estimate and cooperate in good faith with GST to establish a fair, equitable estimate. USWC shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.
 - c If applicable, the New Interconnection/Unbundled Element Request Process and/or construction charges will apply as detailed in Sections XVI and XVII of this Agreement.
- 3. USWC shall provide and maintain the USWC provided equipment necessary to perform the DA Services. If GST elects to provide its own equipment, GST will be responsible for the maintenance of such equipment.
- 4. GST shall provide and maintain the equipment, facilities, lines and materials necessary to connect its telecommunication facilities to an agreed upon intraLATA point of connection.
- 5. Branding/unbranding of DA may be purchased by GST at TELRIC pricing, where technically feasible. This service provides the ability to announce GST's name, or have no company name announced to the customer during the introduction of the call. The pricing and availability of branding/unbranding of DA will be determined on a case by case basis. In the event that branding/unbranding proves not to be technically feasible in a particular instance without unbranding service for USWC's end user customers as well, USWC will not "unbrand" its services.
- 6. GST must order dedicated MF trunks to the Operator Access tandem.

E. Directory Listings

1 Scope

- a Competitive Local Exchange Carrier Listings Service ("Listings") consists of USWC placing the names, addresses and telephone numbers of GST's end users in USWC's listing database, based on end user information provided to USWC by GST. USWC is authorized to use Listings in Directory Assistance (DA) and as noted in paragraph d. below
- b GST will provide in standard, mechanized format, and USWC will accept at no charge, one primary listing for each main telephone number belonging to GST's end user customers. Primary listings are as defined for USWC end users in USWC's general exchange tariffs. GST will be charged for premium listings, e.g., additional, foreign, cross reference, informational, etc., at USWC's general exchange listing tariff rates. If GST utilizes Remote Call Forwarding for local number portability, GST can list only one number without charge - either the end customer's original telephone number or the GST-assigned number. The standard discounted rate for an additional listing applies to the other number.
- c USWC will furnish GST the Listings format specifications. GST may supply a maximum of one batch file daily, containing only Listings that completed on or prior to the transmission date. USWC cannot accept Listings with advance completion dates. Large volume activity (e.g., 100 or more listings) on a caption set is considered a project that requires coordination between GST and USWC to determine time frames.
- d GST grants USWC a non-exclusive license to incorporate Listings information into its directory assistance database. GST hereby selects one of two options for USWC's use of Listings and dissemination of Listings to third parties.

EITHER:

- i Treat the same as USWC's end user listings - No prior authorization is needed for USWC to release Listings to directory publishers or other third parties. USWC will incorporate Listings information in all existing and future directory assistance applications developed by USWC. GST authorizes USWC to sell and otherwise make Listings available to directory publishers. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

OR:

ii. Restrict to USWC's directory assistance -- Prior authorization required by GST for all other uses. GST makes its own, separate agreements with USWC, third parties and directory publishers for all uses of its Listings beyond DA. USWC will sell Listings to directory publishers (including USWC's publisher affiliate), other third parties and USWC products only after the third party presents proof of GST's authorization. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

e. To the extent that state tariffs limit USWC's liability with regard to Listings, the applicable state tariff(s) is incorporated herein and supersedes Section XIX(H), "Limitation of Liability", of this Agreement with respect to Listings only.

2. USWC Responsibilities

a. USWC is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with GST orders. USWC will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that GST has supplied USWC the necessary privacy indicators on such Listings.

b. USWC will include GST Listings in USWC's Directory Assistance service to ensure that callers to USWC's Directory Assistance service have non-discriminatory access to GST's Listings.

c. USWC will incorporate GST Listings provided to USWC in the white pages directory published on USWC's behalf.

3. GST Responsibilities

a. GST agrees to provide to USWC its end user names, addresses and telephone numbers in a standard mechanized format, as specified by USWC.

b. GST will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USWC the means of identifying Listings ownership.

c. GST represents and warrants the end user information provided to USWC is accurate and correct. GST further represents and warrants that it has reviewed all Listings provided to USWC, including end user requested restrictions on use such as non-published and non-listed. GST shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings

(e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USWC with the applicable Listing information.

d. GST is responsible for all dealings with, and on behalf of, GST's end users, including:

- i. All end user account activity, e.g. end user queries and complaints.
- ii. All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.
- iii. Determining privacy requirements and accurately coding the privacy indicators for GST's end user information. If end user information provided by GST to USWC does not contain a privacy indicator, no privacy restrictions will apply.
- iv. Any additional services requested by GST's end users.

4. The terms contained in this Section refer specifically to the provision of Listings from GST to USWC. The Parties acknowledge that the Telecommunications Act of 1996 imposes reciprocal obligations on incumbent and new entrant Local Exchange providers with respect to directory assistance listings and white pages listings. As a result, the Parties agree that the terms in this Section are reciprocal and also include the provision of Listings from USWC to GST, in the event that GST provides its own directory assistance service or publishes its own white pages directory.

F. Busy Line Verification and Busy Line Interrupt

1. Joint Provisioning

Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification and Busy Line Interrupt ("BLV/BLI") services on calls between their respective end users.

2. Product Descriptions

- a. **Busy Line Verify ("BLV").** The USWC operator will verify the conversation status of a telephone line as requested by GST's operator and advise the status of the telephone line to GST's operator.
- b. **Busy Line Interrupt ("BLI").** The USWC operator will verify the conversation status, interrupt the conversation, inform the user that a caller is attempting to reach the line, request the user to release the line and advise the requesting GST operator.

3. Conditions.

BLV/BLI is limited to the telephone numbers residing in the end offices subtending the USWC-designated OAS tandem locations. Only one BLV/BLI attempt will be made per GST operator call and appropriate charges will apply whether or not conversation is detected (in the case of BLV) or the user of the telephone line releases the line (in the case of BLI). BLV/BLI charges and availability are set forth in USWC's FCC Tariff No. 5 or applicable state tariffs.

4. Facilities Required for BLV/BLI

- a. GST must order CST3 or FGD provisioned with Equal Access Multifrequency Address Signaling to the designated OAS tandems in the LATA.
- b. For OSPS OAS tandems, GST must order to the OSPS Operator Host Tandem(s) in the LATA.
- c. For TOPS OAS tandems, GST must order to the Host and the Remote Tandem(s) in the LATA.

5. GST will be responsible for providing BLV/BLI functionality when Directory Assistance calls are routed to its platform.

G. Toll and Assistance Operator Services.

1. Description of Service.

Toll and Assistance refers to functions customers associate with the "O" operator. Subject to availability and capacity, access may be provided via operator services trunks purchased from USWC or provided by GST via collocation arrangements to route calls to GST's platform.

2. Functions include:

- a. O-Coin, Automatic Coin Telephone Service (ACTS) - these functions complete coin calls, collect coins and provide coin rates.
- b. Alternate Billing Services (ABS or O+ dialing): Bill to third party, Collect and Mechanized Credit Card System (MCCS).
- c. O- or operator assistance which provides general assistance such as dialing instruction and assistance, rate quotes, emergency call completion and providing credit.

- d Automated Branding - ability to announce the carrier's name to the customer during the introduction of the call
 - e Rating Services - operators have access to tables that are populated with all toll rates used by the operator switch.
3. Pricing for Toll and Assistance Operator Services shall be determined on a case-by-case basis, upon request.
 4. Interconnection to the USWC Toll and Assistance Operator Services from an end office to USWC T/A is technically feasible at three distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the T/A host switch. The second connection point is an operator services trunk connected directly to a remote T/A switch. The third connection point is an operator services trunk connected to a remote access tandem with operator concentration capabilities.
 5. Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.
 6. Toll and Assistance interconnection will require an operator services type trunk between the end office and the interconnection point on the USWC switch.
 7. Connecting a position to the host system requires two circuits (one voice and one data) per position on a T1 facility.
 8. The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the OSSGR under Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

H. Interconnection to Line Information Data Base (LIDB)

1. Description of Line Information Data Base (LIDB).

Line Information Data Base (LIDB) stores various line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill calls. The operator services system accesses LIDB data to provide origination line (calling number), billing number and termination line (called number) management functions. LIDB is used for calling card validation, fraud verification, preferred IC association with the calling card, billing or service restrictions and the sub-account information to be included on the call's billing record.

2. Interfaces.

Belcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. Administration message traffic is expected to be transmitted over X.25 links. (Belcore's TR-NWP-000029, Section 10)

3 LIDB Access

- a All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).
- b All LIDB queries and responses from the Public Packet Switched Network (PPSN) nodes are transmitted over one or more PPSN as TR-TSY000301 describes. The application data needed for processing LIDB data are formatted as TCAP messages. TCAP messages may be carried as an application level protocol network using either SS7 or X.25 protocols for basic message transport.
- c The SCP node provides all protocol and interface support. GST SS7 connections will be required to meet Belcore's GR905, TR954 and USWC's Technical Publication 77342 specifications.
- d Non-USWC companies will submit LIDB updates through the exchange carrier service center and the LSS service bureau. These two centers enter information into USWC's service order process interface system, SOPI.
- e It is currently USWC's policy to allow LIDB access to non-USWC companies through regional STPs.

4. Pricing for LIDB access shall be determined on a case-by-case basis.

I. Pole and Anchor Attachments

1. The Parties agree to negotiate agreements for Poles and Anchor Attachments within thirty (30) days of execution of this Agreement.

J. Right of Way

- 1 A Right of Way (ROW) is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

K. Inner Duct Occupancy

1. The Parties agree to negotiate and agreement for Inner Duct Occupancy within thirty (30) days of the execution of this Agreement.

L. Miscellaneous Ancillary Services.

1. Miscellaneous ancillary services will be addressed in addenda to this Agreement. These include, but are not limited to 800 and CMDS.

X. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

A. Operational Systems Interfaces - Interface Implementation Timetable

USWC's initial operational systems interfaces deployment on January 1, 1997, will support Pre-ordering, Ordering, Provisioning and Repair capabilities for POTS (non-design) services and Billing capabilities for most USWC product offerings. Subsequent phases of the plan incorporate the capabilities to support designed services for Pre-ordering, Ordering, Provisioning, and Maintenance and Repair. Timeframes for delivery of the operational support systems for designed services are estimated to be between the 2nd and 3rd quarters of 1997.

B. OSS Interface Design

1. USWC will develop OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways will act as a mediation or control point between GST's and USWC's Operations Systems. Additionally, these gateways will provide security for the interface, protecting the integrity of the USWC network and its databases, and ensuring that information privacy is maintained.
2. Baseline gateway architecture will initially incorporate a "World Wide Web"- based, human-readable format for the the transaction-type interfaces to meet the needs of all GSTs. Different batch-type interfaces will be proposed in selected areas based on existing standards for their application. USWC will offer a machine-to-machine based protocol interface (e.g., CMIP) by November 1, 1997, for trouble ticketing and by 1st quarter 1998 for Pre-ordering, Ordering and Provisioning.
3. USWC proposes the use of the existing Electronic Data Interchange ("EDI") standard for the transmission of monthly local billing information.

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EDI is an established standard under the auspices of the American National Standards Institute/Accredited Standards Committee (ANSI/ASC) X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

4. For the exchange of daily usage data, including third party billed, collect, and card calls, USWC will use the Bellcore EMR format for the records, using the Network Data Mover ("NDM"), otherwise also known as the Connect:Direct method to transmit the information to carriers.
5. For the exchange of Centralized Message Distribution System (CMDS) data, USWC will use the existing CMDS record format, and again will use the Network Data Mover ("NDM"). Connect:Direct method to transmit the information to carriers.

C. Accessible OSS Functions

1. Pre-ordering and Ordering

"Pre-Ordering" and "Ordering" encompasses the preliminary set of activities whereby a service representative dialogs with the customer in order to obtain the information required to write a service order and consists of the following functions: verify an address, check service availability, reserve a telephone number, check for appointment availability, reserve an appointment and return customer service information. USWC will provide on-line capabilities to perform these functions. These functions are described as follows.

a. Address Verification

Provides GST with the ability to query for and receive the customer service location, serving central office, and facility indicators. The facilities indicator will indicate the availability of facilities for one access line at the address, if the cable pair is available or working. If the cable pair is working, an indication of a pending disconnect order and the due date will be provided. This function does not reserve cable pairs.

b. Telephone Number Reservation

Provides GST with the capability to identify if one or more telephone numbers are available and reserve them if available. This includes the ability to reserve one or more specific numbers (vanity numbers), a block of sequential or random block of numbers by serving central office and/or NXX. If a work order is

not received within a negotiated amount of time, the reservation will automatically expire.

c. Appointment Availability & Reservation

Provides GST with the capability to determine the next available due date, the availability of a specific date, an indication if the date is available or a selection of the next available date any closed dates beyond that date, and reservation of an available appointment.

d. Service Availability

Allows GST to determine the availability of services and facilities to a specific end-users' location(s). This capability indicates if the service is available, that tariff rates apply, the amounts of any additional recurring and non-recurring costs, and the interval to be used when ordering the service.

e. Customer Service Information Request

Gives GST the ability to request a listing of existing services, features, directory listing and equipment for a customer account.

f. Circuit Request

Provides GST with the capability to identify and obtain circuit identifications. If a work order is not received within a negotiated amount of time, the request will automatically expire.

2. Provisioning

When the "pre-ordering" and "ordering" steps are completed, the requisite information will have been obtained from the customer and the initiation of a work order can begin. Submitting a work order will result in the provisioning and installation, if necessary, of a customer's service. The functional set required to order service is: open a work order, cancel a work order, change a work order, send a firm order confirmation, send notification of order jeopardy, send notification of status change and send notification of order completion.

a. Work Order Request & Receipt

Enables GST to submit a work request indicating the actions required for the provisioning of products, services and features, and acknowledges the receipt of the work order, and includes the date and time the transaction was received.

- b. Work Order Change & Cancellation**
Enables GST to submit a change request or cancellation notice in order to modify a previously submitted work order.
- c. Status Query**
Gives GST the ability to determine the current status of orders and will include the due date and remarks pertinent to the order status
- d. Jeopardy Notification & Response**
Provides GST with a notification that the requested due date cannot be met for a non-confirmed order or that there is a critical date in jeopardy for a confirmed order, and will accept GST's response indicating the action to be taken on the jeopardy notification.
- e. Firm Order Confirmation**
Provides GST with a confirmation that the work order has been accepted and is anticipated to be completed by the due date. If the due date cannot be met, GST will receive a Jeopardy Notification, not a Firm Order Confirmation.
- f. Work Order Completion**
Provides GST notification that the order has been completed, including a summary of the account containing directory information, services, associated features, and recurring and non-recurring charges.

3. Maintenance & Repair

Repair capabilities allow GST to report trouble with communications circuits and services provided by USWC. The functions, processes, and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more Operations Systems. A TR contains information about the customer, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These business capabilities will be made available to GST in the following functional set: open a trouble report, cancel a trouble report, send notification of status change and close a trouble report.

- a. **Open Trouble Report**

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Gives GST the capability to enter a trouble report which initiates USWC repair activities.

b. **Cancel Trouble Report**

Gives GST the capability to cancel a trouble report that they had previously opened.

c. **Trouble Report Closure**

Informs GST as soon as a trouble report (that they opened) has been closed, indicating USWC has completed repair activities and considers the trouble resolved.

d. **Get Current Trouble Report Status**

Allows GST to request the current status of a TR that the customer previously opened with USWC. It is only allowed on trouble reports which were entered by the customer requesting the status.

e. **Modify Trouble Report**

Allows GST to change certain data in a TR that the customer previously opened with USW, possibly affecting USWC repair activities (with some negotiable exceptions). It is only allowed on trouble reports which were entered by the customer making the modification, and does not necessarily protect the customer from charges associated with previous information in the TR.

f. **Escalate Trouble Report**

Allows GST to bring a TR that the customer previously opened with USWC to the attention of a higher level of supervision within USWC, with the expectation that the TR will get more attention. It is only allowed on trouble reports which were entered by the customer requesting the escalation, and typically needs to be responded to by the person at the level escalated to within a negotiated time frame.

g. **Verify Features**

Allows GST to verify line features on an existing line.

h. **Text Messaging**

Allows textual communication between USWC and GST personnel for the purpose of resolving the trouble. The messages are logged in the TR, thus the function can only be performed for

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trouble reports which were entered by the customer involved in the messaging. Specific uses of this messaging include allowing the customer to add descriptive information about the trouble, allowing USWC to request additional trouble information, and allowing USWC to implement the status window functionality through manual procedures.

i. **Trouble History**

Provides GST with trouble history information currently retained on the circuit.

j. **Testing**

Notifies GST of the results of initial or subsequent circuit tests for a TR previously opened by that customer.

D. Billing Interfaces

USWC offers interfaces for the exchange of several types of billing data:

- Monthly Billing Information,
- Daily Usage Data,
- Local Account Maintenance Report,
- Centralized Message Distribution System (CMDS) messages,
- Routing of in-region intraLATA collect, calling card, and third number billed messages.

1. Monthly Billing Information

Includes all connectivity charges, credits, and adjustments related to network elements and USWC-provided local service.

2. Daily Usage Data

The accumulated set of call information for a given day as captured, or "recorded," by the network switches. USWC will provide this data to GST with the same level of precision and accuracy it provides itself. Such precision cannot and will not exceed the current capabilities of the software in the switches today.

3. Local Account Maintenance Report

A report, consisting of the list of phone numbers to which the carrier started providing service since the last report, and the list of phone numbers to which the carrier is no longer providing service since the last report.

4. Centralized Message Distribution System ("CMDS")

Distribution of CMDS messages for GST customers

5. Routing of In-region IntraLATA Collect, Calling Card, and Third Number Billed Messages

USWC will distribute in-region intraLATA collect, calling card, and third number billed messages to GST and exchange with other GSTs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain the records for these types of calls as well.

E. Compensation

1. Compensation for OSS access will consist of an initial access fee amounting to the cost of computing equipment ("hardware"), computing software, telecommunications links, and/or labor expenses incurred in establishing these interfaces specifically to a given carrier, or their fair share of expenses among multiple carrier. In addition to the initial access fee, USWC will charge an on-going transaction fee.
2. The initial access fee cannot be determined until the specific access for a given carrier is engineered and implemented, as the capacity of that interface is unknown at this time. For example, the capacities of the Operations Systems interfaces are dependent upon the number of Business Office Representatives entering orders or the number of Repair Service Representatives entering trouble tickets. However, these costs can be substantiated by purchasing invoices for the communications and computing hardware and software, and by time reports for the labor expended in their design and implementation. Labor will be billed at the prevailing rates for contract labor for similar services.
3. The transaction fee will be billed at a rate to be specified later at the completion of an appropriate cost study. A transaction is defined to be an exchange (request and response) of information across the interface. This might be an order request, a trouble report, a data query, or a status inquiry. The portion of costs which will be considered in this study would be the computer hardware and operations expense attributable to the

incremental systems work load due to the transactions from GST, as shown above.

- 4 The above charges will be equal to TELRIC costs for the basic OSS systems offered to all Competitive Local Exchange Carriers.

XI. RESALE SERVICES

A. Description

1. USWC Basic Exchange Telecommunications Service (as defined in Section III) will be available for resale by USWC pursuant to the Act and will reference terms and conditions (except prices) in USWC tariffs, where applicable. Appendix A lists services which are available for resale under this Agreement, and is attached and incorporated herein by this reference.
2. Certain USWC services are not available for resale under this Agreement, including, but not limited to promotions of less than 90 days duration and packages of services comprised of services available for resale separately. Services which are not available for resale may vary by state and may be identified in the individual state tariffs or in Appendix A.

B. Scope

1. Basic Exchange Telecommunications Service may be resold only for its intended or disclosed use and only to the same class of customer to which USWC sells local Basic Exchange Telecommunications Service; e.g., residence service may not be resold to business customers.
2. USWC shall bill GST and GST is responsible for all applicable charges for the resold services. GST shall be responsible for all charges associated with services that GST resells to an end user.

C. Ordering and Maintenance.

1. GST, or GST's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. GST shall make it clear to its end users that they are customers of GST for resold services. GST's end users contacting USWC will be instructed to contact GST; however, nothing in this Agreement shall be deemed to

prohibit USWC from discussing its products and services with GST's customers who call USWC for any reason

- 2 GST shall transmit to USWC all information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing according to USWC's standard procedures, as described in the USWC resale operations guide that will be provided to GST. When USWC's end user or the end user's new service provider discontinues the end user's service in anticipation of moving to another service provider, USWC will render its closing bill to end user customer effective with the disconnection. Should GST's end user customer, a new service provider or GST request service be discontinued to the end user, USWC will issue a bill to GST for that portion of the service provided to GST. USWC will notify GST by FAX, EDI, or other processes when end user moves to another service provider. USWC will not provide GST with the name of the other reseller or service provider selected by the end user.
- 3 Resold services shall be installed and repaired in a manner consistent with USWC's effective tariffs with the same quality and timeliness that USWC provides to its own end users.
- 4 GST shall provide USWC and USWC shall provide GST with points of contact for order entry, problem resolution and repair of the resold services.
- 5 Prior to placing orders on behalf of the USWC customer, GST shall be responsible for obtaining and have in its possession a Letter of Authorization or Agency (LOA) from the end user. GST shall make LOAs available to USWC upon request.

Prior to placing orders that will disconnect a line from another reseller's account GST is responsible for obtaining all information needed to process the disconnect order and re-establish the service on behalf of the end user. If GST is displaced by another reseller or service provider, GST is responsible for coordination with the other reseller or service provider. Should an end user dispute or a discrepancy arise regarding the authority of GST to act on behalf of the end user, GST is responsible for providing written evidence of its authority to USWC within three (3) business days. If there is a conflict between the end user designation and GST's written evidence or its authority, USWC shall honor the designation of the end user and change the end user back to the previous service provider. If GST does not provide the LOA within three (3) business days, or if the end user disputes the authority of the LOA, then GST must, by the end of the third business day:

- a) notify USWC to change the end user back to the previous reseller or service provider, and

- b) provide any end user information and billing records GST has obtained relating to the end user to the previous reseller, and
- c) notify the end user and USWC that the change has been made, and
- d) remit to USWC a charge of \$_____ as compensation for the change back to the previous reseller or service provider.

6. GST shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and intraLATA services when intraLATA presubscription is implemented.

D. GST Responsibilities

1. GST must send USWC complete and accurate end-user listing information for Directory Assistance, Directory, and 911 Emergency Services using the established processes of USWC. GST must provide to USWC accurate end-user information to ensure appropriate listings in any databases in which USWC is required to retain and/or maintain end-user information. USWC assumes no liability for the accuracy of information provided by GST.
2. GST may not reserve blocks of USWC telephone numbers, except as allowed by tariffs.
3. GST is liable for all fraud associated with service to its end-users and accounts. USWC takes no responsibility, will not investigate, and will make no adjustments to GST's account in cases of fraud.
4. In accordance with the Telecommunications Act of 1996, GST will indicate the date it will offer to residential and business subscribers telephone exchange services. The GST will provide a three year forecast within ninety (90) days of signing this Agreement. The forecast shall be updated and provided to USWC on a quarterly basis in as specified in Appendix B. The initial forecast will provide:
 - The date service will be offered (by city and/or state)
 - The type and quantity of service(s) which will be offered
 - GST's anticipated order volume
 - GST's key contact personnel
5. In the event USWC terminates the provisioning of any resold services to GST for any reason, GST shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice.

E. Rates and Charges

1. Resold services as listed in Appendix A are available for resale at the applicable resale tariff rates or at the rates or at the wholesale discount levels set forth in Appendix A.
 - a. The wholesale discount is set to reflect the costs actually avoided by USWC in providing the service for resale rather than as a retail service.
 - b. The wholesale discount for basic residential service (1FR) is set at zero, reflecting the fact that current retail rates do not cover the costs to be avoided.
2. If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to GST for such services will be based upon the new Tariff rates less the applicable wholesale discount as agreed to herein or established by resale Tariff. The new rate will be effective upon the Tariff effective date.
3. A Customer Transfer Charge (CTC) as specified in Appendix A applies when transferring any existing account or lines to GST.
4. A Subscriber Line Charge (SLC) will continue to be paid by GST without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable tariffs also apply.
5. GST will pay to USWC the PIC change charge without discount associated with GST end user changes of inter-exchange or intraLATA carriers.
6. GST agrees to pay USWC when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace, etc.).
7. Special construction charges, line extension charges, and land development agreements may apply, as detailed in individual state tariffs regarding end user obligations for construction charges. Specifically, special construction charges will be applicable where, at the request of a customer, USWC constructs a greater quantity of facilities than that which USWC would otherwise construct or normally utilize.
8. Nonrecurring charges will be billed at the applicable Tariff rates.
9. As part of the resold line, USWC provides operator services, directory assistance, and IntraLATA long distance with standard USWC branding. At the request of GST and where technically feasible USWC will rebrand

operator services and directory assistance in GST's name, provided the costs associated with such rebranding are paid by GST

10. USWC will address all GST requests for ancillary resale systems, programs, and initiatives on an individual case basis.

F. Directory Listings

As part of each resold line, USWC will accept at no charge one primary listing for each main telephone number belonging to GST's end user customer based on end user information provided to USWC by GST. USWC will place GST's listings in USWC's directory listing database for directory assistance purposes and will make listings available to directory publishers and to other third parties. Additional terms and conditions with respect to directory listings are described in Section IX (E) herein.

G. Deposit

1. USWC may require GST to make a suitable deposit to be held by USWC as a guarantee of the payment of charges. Any deposit required of an existing reseller is due and payable within ten days after the requirement is imposed. The amount of the deposit shall be the estimated charges for the resold service which will accrue for a two-month period
2. When the service is terminated, or when GST has established satisfactory credit, the amount of the initial or additional deposit, with any interest due, will, at GST's option, either be credited to GST's account or refunded. Satisfactory credit for a reseller is defined as twelve consecutive months service as a reseller without a termination for nonpayment and with no more than one notification of intent to terminate Service for nonpayment.

H. Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of USWC's invoice.
2. A late payment charge of 1.5% applies to all billed balances which are not paid by the billing date shown on the next bill.
3. USWC may discontinue processing orders for the failure by GST to make full payment for the resold services provided under this Agreement within thirty (30) days of GST's receipt of bill.

4. USWC may disconnect for the failure by GST to make full payment for the resold services provided under this Agreement within sixty (60) days of GST's receipt of bill.
5. Collection procedures and the requirements for deposit are unaffected by the application of a late payment charge.
6. In the event USWC terminates the provisioning of any resold services to GST for any reason, GST shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice.

XII. ACCESS TO TELEPHONE NUMBERS

- A) Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010). NXXs, and the initial points of interface for interconnection between the Parties' networks, will be included in Addenda to this Agreement.
- B) For the term of this Agreement GST shall adopt the Rate Center areas and Rate Center points that the Commission has approved, and GST shall assign whole NPA-NXX codes to each Rate Center.
- C) GST will also designate a Routing Point for each assigned NXX code. GST shall designate at least one location within each Rate Center as the Routing Point(s) for the NPA-NXXs associated with that Rate Center.
- D) To the extent USWC serves as Central Office Code Administrator for a given region, USWC will support all GST requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.
- E) The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- F) It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

- G) Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

XIII. DIALING PARITY

- A. The parties shall provide local dialing parity to each other as required under Section 251(b)(3) of the Act.

XIV. NOTICE OF CHANGES

- A. If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party. Disclosure shall be made in conformance with Section 251(c)(5) of the Telecommunications Act, and the regulations adopted by the FCC to implement the disclosure requirements of the Act.

XV. COOPERATIVE PROCEDURES

A. Transfer of Service

When an end user customer changes from USWC to GST, or from GST to USWC, and does not retain their original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its tariff. This announcement will provide details on the new number that must be dialed to reach this customer.

B. Coordinated Repair Calls

1. GST and USWC will employ the following procedures for handling misdirected repair calls:
 - a. GST and USWC will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus.
 - b. Customers of GST shall be instructed to report all cases of trouble to GST. Customers of USWC shall be instructed to report all cases of trouble to USWC.

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- c. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.
 - d. GST and USWC will provide their respective repair contact numbers to one another on a reciprocal basis.

XVI. NEW INTERCONNECTION/UNBUNDLED ELEMENT REQUEST PROCESS

- A. Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Request under this Section.
- B. USWC shall use the New Interconnection/Unbundled Element Request Process to determine technical feasibility of the requested interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for providing the requested items.
- C. A Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested Network Element or interconnection; (b) the desired interface specifications; (c) each requested type of interconnection or access; (d) a statement that the interconnection or Network Element will be used to provide a telecommunications service; (e) the quantity requested; and (f) the location requested.
- D. Within fifteen (15) business days of its receipt, USWC shall acknowledge receipt of the Request and in such acknowledgment advise GST of any missing information, if any, necessary to process the Request. Thereafter, USWC shall advise GST of the need for any additional information that will facilitate the analysis of the Request.
- E. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of the Request and all information necessary to process it, USWC shall provide to GST a preliminary analysis of the Request. The preliminary analysis shall specify whether or not the requested interconnection or access to an unbundled Network Element is technically feasible and otherwise qualifies as a Network Element or interconnection as defined under the Act.
 - 1. If USWC determines during the thirty day period that a Request is not technically feasible or that the Request otherwise does not qualify as a Network Element or interconnection that is required to be provided under the Act, USWC shall advise GST as soon as reasonably possible of that fact, and promptly provide a written report setting forth the basis for its

conclusion, but in no case later than ten days after making such determination.

2. If USWC determines during the thirty day period that the Request is technically feasible and otherwise qualifies under the Act, it shall notify GST in writing of such determination but in no case later than ten days after making such determination.
3. As soon as feasible, but not more than one hundred and twenty (120) days after USWC notifies GST that the Request is technically feasible, USWC shall provide to GST a Request quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, the installation intervals, and either:
 - a. the applicable rates (recurring and nonrecurring) including the amortized development costs of the interconnection or the network elements; or
 - b. the development costs of the interconnection or Network Element and the applicable rates (recurring and nonrecurring) excluding the development costs.

The choice of using option 3.a. or 3.b. shall be at USWC's sole discretion.

- F. If USWC has used option 3.b. in its Request quote, then within thirty (30) days of its receipt of the Request quote, GST must indicate its nonbinding interest in purchasing the interconnection or Network Element at the stated quantities and rates, cancel its Request, or seek arbitration.
- G. If USWC has used option 3.b. in its Request quote, then within thirty (30) days of its receipt of the Request quote, GST must either agree to pay the development costs of the interconnection or Network Element, cancel its Request, or seek arbitration.

At its discretion, USWC may develop a prorated recovery of the development costs.

- H. If USWC has used option 3.b. in its Request quote and GST has accepted the quote, GST may cancel the Request at any time, but will pay USWC's reasonable development costs of the interconnection or Network Element up to the date of cancellation.
- I. Additionally, if USWC has used option 3.b. in its Request quote and USWC later determines that the interconnection or Network Element requested in the Request is not technically feasible or otherwise does not qualify under the Act, USWC shall notify GST within ten business days of making such determination and GST shall not owe any compensation to USWC in connection with the Request. Any development costs paid by GST to that point shall be refunded by USWC.

- J. If either Party believes that the other Party is not requesting, negotiating or processing any Bona Fide Request in good faith, or disputes a determination, or price or cost quote, it may seek mediation or arbitration.

XVII. CONSTRUCTION CHARGES

- A. All rates, charges and initial service periods specified in this Agreement contemplate the provision of network interconnection services, equipment and facilities to the extent available. Where USWC is required to build facilities for network interconnection, construction charges will apply. Construction charges will also apply when USWC determines that the placement of facilities will be temporary, or facilities are ordered in advance of actual GST demand for service.
- B. When facilities for interconnection services are not available and USWC is required to construct said facilities, USWC will develop the cost required to be paid by GST to provide the service.
- C. Except where required, all necessary construction will be undertaken at the discretion of USWC, consistent with budgetary responsibilities and consideration for the impact on the general body of customers.
- D. A quote for GST's portion of a specific job will be provided to GST or others requesting the construction. The quote will be in writing and will be binding for ninety (90) days after the issue date. When accepted, GST will be billed the quoted price and construction will commence after receipt of payment. If GST chooses not to have USWC construct the facilities, USWC reserves the right to bill GST for the expense incurred for producing the engineered job design.
- E. In the event a construction charge is applicable, GST service application date will become the date upon which USWC receives the required payment.

XVIII SERVICE STANDARDS

A. Definitions

When used in this Section, the following terms shall have the meanings indicated.

1. "Specified Performance Commitment" means the commitment by USWC to meet the Performance Criteria for any Specified Activity during the Specified Review Period.
2. "Specified Activity" means any of the following activities:

- a) the installation by USWC of unbundled "Links" for GST (Unbundled Link Installation).
 - b) USWC's provision of Interim Number Portability ("INP").
 - c) The repair of USWC service provided to GST ("Out of Service Repairs"), or
 - d) The installation by USWC of interconnection trunks for the mutual exchange of local exchange traffic ("LIS Trunk Installation")
3. "Performance Criteria" means, with respect to a Specified Review Period (i.e., a calendar month or quarter), the performance by USWC for the specified activities for GST will meet or exceed the average performance by USWC for the total universe of specified activities
- B. Failure to Meet the Performance Criteria. If during a Specified Review Period, USWC fails to meet the performance criteria, USWC will use its best efforts to meet the Performance Criteria for the next Specified Review Period. If USWC fails to meet the Performance Criteria for three consecutive Specified Review Periods, USWC will submit to an "Alternate Dispute Resolution Process" to rectify the situation.
 - C. Limitations. USWC's failure to meet or exceed any of the Performance Criteria can not be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by GST to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by a Customer, agent of subcontractor of GST or (c) any Force Majeure Event. If a Delaying Event prevents USWC from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of USWC's compliance with the Performance Criteria.
 - D. Sole Remedy. The "Alternate Dispute Resolution Process" shall be the sole and exclusive remedy of GST under this Agreement for USWC's failure to meet the Performance Criteria as described in the Section 1.0.
 - E. Records. USWC shall maintain complete and accurate records, for the Specified Review Period of its performance under this Agreement for each Specified Activity and its compliance with the Performance Criteria. USWC shall provide to GST such records in a self-reporting format. The parties agree that such records shall be deemed "Proprietary Information".

XIX. GENERAL PROVISIONS

A. Term.

This Agreement shall be deemed effective as of _____, 1996. Except as provided herein, GST and USWC agree to provide service to each other on the terms defined in this Agreement for a term of two years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either party may terminate this Agreement by providing written notice of termination to the other party, such written notice to be provided at least sixty (60) days in advance of the date of termination; provided, no such termination shall be effective prior to January 1, 1997. In the event of such termination as described herein, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either a) a new agreement executed by the Parties, b) standard interconnection terms and conditions approved and made generally effective by the Commission, or c) tariff terms and conditions generally available to GSTs. For service arrangements made available under this Agreement and existing at the time of termination, if the standard interconnection terms and conditions or tariff terms and conditions result in the non-terminating Party physically rearranging facilities or incurring programming expense, the non-terminating Party shall be entitled to recover such rearrangement or programming costs, from the terminating Party. By mutual agreement USWC and GST may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules such as regulators might adopt or approve.

B. Letter of Authorization

Where so indicated in specific sections of this Agreement, GST is responsible to have a Letter of Authorization. GST is solely responsible to obtain authorization from its end user for the handling of the disconnection of the end user's service with USWC, the provision of service by GST, and the provision of LIS-Link and all other ancillary services. Should a dispute or discrepancy arise regarding the authority of GST to act on behalf of the end user, GST is responsible for providing written evidence of its authority to USWC.

C. Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice.
2. Any amount due and not paid by the due date stated above shall be subject to a late charge equal to either i) 0.0003 per day compounded daily for the number of calendar days from the payment due date to, and including, the date payment is made, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less. If

late payment charges for services are not permitted by local jurisdiction, this provision shall not apply.

D. Reciprocal Offerings

To the extent applicable, USWC requests negotiations for reciprocal services as outlined in this Agreement. For example, reciprocal traffic exchange, by definition, will require USWC to negotiate facilities for terminating traffic on GST's network. Nothing contained in this paragraph shall create an obligation on GST that is not provided for under the FCC Interconnection Order or any related FCC Order.

E. Taxes

GST or GST shall be responsible for all federal, state or local, sales, use, excise or gross receipts taxes or fees imposed on or with respect to the services or equipment provided under this Agreement including those taxes and fees, the incidence of which is imposed on USWC. GST or GST shall reimburse USWC for the amount of any such taxes or fees that USWC is required to pay or collect.

F. Force Majeure.

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

G. Limitation of Liability

Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including

(without limitation) damages for lost profits, lost revenues, lost savings suffered by such other Party regardless of the form of action, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. Nothing contained in this section shall limit either Party's liability to the other for (i) willful or intentional misconduct (including gross negligence), (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by such Party's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the Parties' indemnification obligations, as specified below

H. Indemnification

1. Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors, or for failure to perform under this Agreement, regardless of the form of action.
2. The indemnification provided herein shall be conditioned upon:
 - a. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
 - b. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense
 - c. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

I. Intellectual Property.

1. Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.
2. The rights and licenses under Section J. 1. above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.
3. GST shall not, without the express written permission of USWC, state or imply that: 1) GST is connected, or in any way affiliated with USWC or its affiliates, 2) GST is part of a joint business association or any similar arrangement with USWC or its affiliates, 3) USWC and its affiliates are in any way sponsoring, endorsing or certifying GST and its goods and services, or 4) the resold goods and services are in any way associated with or originated from USWC or any of its affiliates.
4. As part of the resold line, USWC provides operator services, directory assistance, and IntraLATA long distance with standard USWC branding. USWC may at its sole discretion, from time to time, provide these and other services to GST with its standard USWC branding. GST is not permitted to alter the branding of these services, in any manner, without the prior written approval of USWC.

J. Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR

MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

K. Assignment

This Agreement is unique in nature and the result of negotiations between the Parties. As such, this Agreement is not assignable by either Party.

L. Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may terminate this Agreement forthwith by written instrument. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

M. Severability

The Parties recognize that the FCC is promulgating rules addressing issues contained in this Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law or regulation, the parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either party may terminate the Agreement.

N. Nondisclosure/Confidentiality and Proprietary Information

1. All information including, but not limited to, specifications, drawings, sketches, models, tools, technical information, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party or to which one Party provides to the other Party access (such as to a database) dealing with customer specific, facility specific, or usage specific information, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential", "Proprietary", or other similar legend, or (iii) communicated orally or by visual presentation and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

- 2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes
- 3 The receiving Party acknowledges and agrees that Proprietary Information constitutes trade secrets of the disclosing Party. The receiving Party shall maintain in confidence all of the disclosing Party's Proprietary Information confidential and shall use the disclosing Party's Proprietary Information only for performing the covenants contained, or exercising any rights granted, in this Agreement. Only the employees and agents with a need to know shall have access to the Proprietary Information and each such employee and agent shall be advised of his or her obligations under this section. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the parties in writing
- 4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to the extent that such Proprietary Information
 - a was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential;
 - b is or becomes publicly known through no wrongful act of the receiving Party;
 - c is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - d is independently developed by the receiving Party individuals who do not have access to the Proprietary Information;
 - e is disclosed to a third person by the disclosing Party without restrictions on disclosure;
 - f is approved for release by written authorization of the disclosing Party; or
 - g is required to be made public by the receiving Party pursuant to applicable law, regulation, or governmental order, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders where possible.
- 5 USWC grants GST the limited, personal, nonexclusive right and license to access and use information contained in certain of USWC's databases

(Directory Assistance and Operator Services databases, certain Advanced Intelligent Network databases and Operation Support System databases) but only to the extent as specifically required by the then applicable federal and state rules and regulations relating to access to and use of such databases, as they may be amended from time to time, and for no other purpose. Without limiting the generality of the foregoing, this right and license to GST does not include the license and right to extract or copy (including by any manual, mechanical or electronic means) or use any such database information, in whole or in part, to enhance the quality of any of GST's own database services or offerings, as inputs to GST's or other's directory assistance or directory publishing operations or for the creation of marketing databases, in the absence of USWC's prior written consent. GST agrees that any and all information contained in any of such USWC's databases shall be Proprietary Information subject to the terms and conditions of this section; provided, however, that Sections 4 a, b, and c shall not apply even though the individual parts or components of the information contained in any such databases may otherwise fall within such Sections.

6. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.
7. The Parties acknowledge that this Agreement contains commercially confidential information that may be considered Proprietary Information by either or both Parties, and agree to limit distribution of this Agreement to those individuals in their respective companies with a need to know the contents of this Agreement.

O. Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

P. Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C.

Secs 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. In resolving a Dispute with respect to a single state, the laws of that state shall govern. With respect to Disputes involving more than one state, the laws of each applicable state shall be applied to resolve the Dispute with respect to that state. The arbitration shall occur in the state whose laws are governing. In the event of multiple states, the arbitration will occur in one of the states involved in the Dispute, as mutually agreed by the Parties.

Q. State Commission Arbitration Issues

In the event GST and USWC are unable to agree on certain issues during negotiation, the Parties will identify such issues for arbitration before an appropriate state regulatory agency. Only those points identified by the Parties for arbitration will be submitted. All other terms on which the Parties reach agreement will be submitted for approval in their final form.

R. Governing Law

This Agreement shall be deemed to be a contract made under and shall be construed, interpreted and enforced in accordance with the laws of the state of _____ and shall be subject to the exclusive jurisdiction of the courts in that state. This Agreement shall also be subject to future decisions of the state regulatory commission and courts in this state.

USWC shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. GST shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services contemplated by this Agreement.

When accessing USWC's databases and viewing or manipulating any data contained therein, GST agrees to abide by all confidentiality obligations created by section 222 of the Act, with respect to both carrier and end user customer information.

S. Joint Work Product

This Agreement is the joint work product of representatives of the Parties. For convenience, it has been drafted in final form by one of the Parties. Accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship of this Agreement.

T. Responsibility for Environmental Contamination.

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the indemnifying party, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard for which the indemnifying party is responsible under Applicable Law.

U. Notices.

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

USWC

GST

Each Party shall inform the other of any changes in the above addresses.

V. Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such

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W. No Third-Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

X. Referenced Documents

Whenever any provision of this Agreement refers to a technical reference, technical publication, GST practice, USWC practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) or such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) or each document incorporated by reference in such a technical reference, technical publication, GST practice, USWC practice, or publication of industry standards (unless GST elects otherwise). Should there be any inconsistency between or among publications or standards, GST shall elect which requirement shall apply.

Y. Publicity and Advertising

Neither party shall publish or use any advertising, sales promotions or other publicity materials that use the other party's logo, trademarks or service marks without the prior written approval of the other party.

2. Amendments or Waivers

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed

AA. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

BB. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

CC. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

GST Telecom, Inc.

Signature

Name Printed/Typed

Title

Date

U S WEST Communications, Inc.

Signature

Name Printed/Typed

Title

Date

LIST OF APPENDICES

Rates and Charges

Appendix A

Engineering Requirements -- Trunk Forecast Forms

Appendix B

E-911 Exchanges
Appendix C

SECRET

SECRET

U S WEST INTERCONNECTION PRICE LIST

ARIZONA

INTERCONNECTION LOCAL EXCHANGE

Call Termination

Per Minute of Use
 Per Minute of Use
 Per Minute of Use
 Weighted Area Average

Large Metro Area
 Medium Metro Area
 Other Areas

Price

\$0.002913
 \$0.003177
 \$0.008048
 \$0.002946

Call Transport

Direct Trunked Transport

DS1 - 0 Miles
 DS1 - Over 0 to 8
 DS1 - Over 8 to 25
 DS1 - Over 25 to 50
 DS1 - Over 50

DS3 - 0 Miles
 DS3 - Over 0 to 8
 DS3 - Over 8 to 25
 DS3 - Over 25 to 50
 DS3 - Over 50

Fixed

Per Mile

Fixed	Per Mile
None	None
\$35.98	\$0.65
\$35.99	\$0.94
\$36.00	\$1.75
\$36.00	\$1.59
None	None
\$243.17	\$13.32
\$246.15	\$15.90
\$250.66	\$22.91
\$249.26	\$22.49

Tandem-Switched Transport

Tandem Switching, per MOU

Price

\$0.001338

Tandem Transmission

0 Mile
 Over 0 - 8 Miles
 Over 8 - 25 Miles
 Over 25 - 50 Miles
 Over 50 Miles

Fixed

Per Mile

Fixed	Per Mile
None	None
\$0.000329	\$0.000006
\$0.000329	\$0.000005
\$0.000330	\$0.000008
\$0.000330	\$0.000007

Multiplexing, per arrangement

DS3 to DS1

Recurring

Nonrecurring

\$196.65 \$394.50

INTERCONNECTION EXCHANGE ACCESS

Call Termination

Per Switched Access Tariff

U S WEST INTERCONNECTION PRICE LIST

ARIZONA

Call Transport

Per Switched Access Tariff

Call Transit

Per Switched Access Tariff

COMMON CARRIER REMOTE ACCESS SERVICE

Entrance Facility

DS1

Recurring

Nonrecurring

DS3

\$89.42

\$357.16

Direct Link Transport

DS0 - 0 Miles

Fixed

Per Mile

None

None

DS0 - Over 0 to 8

\$18.76

\$0.07

DS0 - Over 8 to 25

\$18.76

\$0.09

DS0 - Over 25 to 50

\$18.76

\$0.11

DS0 - Over 50

\$18.77

\$0.09

DS1 - 0 Miles

None

None

DS1 - Over 0 to 8

\$35.99

\$0.65

DS1 - Over 8 to 25

\$35.99

\$0.84

DS1 - Over 25 to 50

\$36.00

\$1.75

DS1 - Over 50

\$36.00

\$1.59

Direct Link Transport

DS3 - 0 Miles

Fixed

Per Mile

None

None

DS3 - Over 0 to 8

\$243.17

\$13.32

DS3 - Over 8 to 25

\$246.15

\$15.90

DS3 - Over 25 to 50

\$250.66

\$22.91

DS3 - Over 50

\$249.26

\$22.49

CCS Link - First Link

Recurring

Nonrecurring

CCS Link - Each additional Link

None

\$475.77

None

\$68.27

STP Port - Per Port

\$208.57

None

Multiplexing

DS1 to DS0

\$200.07

None

DS3 to DS1

\$196.85

None

U S WEST INTERCONNECTION PRICE LIST

ARIZONA

PHYSICAL AND VIRTUAL COLLOCATION

Common Elements

Quote Preparation Fee

Recurring	Nonrecurring
None	\$2,249.37

Entrance Facility - 2 fibers

\$1.58	\$1,232.62
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2-wire DS0 EICT

\$1.33	\$313.42
--------	----------

4-wire DS0 EICT

\$1.68	\$313.42
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DS1 EICT

\$14.47	\$373.80
---------	----------

DS3 EICT

\$41.65	\$399.82
---------	----------

Cable Splicing

Recurring	Nonrecurring
-----------	--------------

Per setup

None	\$97.67
------	---------

Per Fiber Spliced

None	\$12.21
------	---------

48 Volt Power, per ampere, per month

\$18.61	None
---------	------

48 Volt Power Cable

20 Ampere Capacity - Recurring

\$0.10	\$64.45
--------	---------

40 Ampere Capacity - Recurring

\$0.15	\$87.41
--------	---------

60 Ampere Capacity - Recurring

\$0.17	\$98.45
--------	---------

Equipment Bay, Per Shelf

\$7.21	None
--------	------

Inspector per 1/2 Hour

Regular Hours	After Hours
\$26.99	\$35.06

Training per 1/2 Hour

\$23.90	None
---------	------

Engineering per 1/2 Hour

\$23.31	\$31.19
---------	---------

Installation per 1/2 Hour

\$26.99	\$35.06
---------	---------

Maintenance per 1/2 Hour

\$23.90	\$31.80
---------	---------

Physical Collocation

Cage/Hard Wall Enclosure

Recurring	Nonrecurring
-----------	--------------

Rent (w/ Maintenance) - per square foot

ICB	ICB
ICB	None

U S WEST INTERCONNECTION PRICE LIST

ARIZONA

Ancillary Services	
Directory Assistance	Price
Price per Call - Facilities-Based Providers	\$0.34
Listings	
Primary Listings, Directory Assistance, White & Yellow Pages	No Charge
E911	
LEC and AECs recover costs from PSAP	No Charge
Interim Number Portability	Recurring
Without Transport	
Per Number Ported - First Path	\$2.76
Per Number Ported - Additional Path	\$1.69
With Transport	
Per Number Ported - First Path	\$4.19
Per Number Ported - Additional Path	\$3.11
Additional Charges	Nonrecurring
Service Establishment, per switch, per route - nonrecurring	\$41.29
	Nonrecurring
Service Establishment - additional number ported or changes to existing numbers, per number ported -- nonrecurring	\$8.94
Additional and Consecutive Numbers -- additional number ported on same account name and consecutive numbers, per number ported -- nonrecurring	\$6.64
Assignment of Numbers	Price
Assignments per industry guidelines	No Charge
Busy Line Verification	
Per Call	\$0.72
Busy Line Interrupt	
Per Call	\$0.87

Appendix A

U S WEST INTERCONNECTION PRICE LIST

ARIZONA

	Recurring	Nonrecurring
Unbundled Loops		
Large Metro Area	\$29.23	
Medium Metro Area	\$30.27	
Other Areas	\$51.31	
Weighted Area Average	\$30.67	
Without testing		\$89.79
With Basic Testing		\$145.06
With Basic Testing at Designated Time		\$184.22
Unbundled Ports		
End Office Port, Per First Port	\$1.34	\$112.08
End Office Port, Per Each Additional Port	\$1.34	\$28.88
Feature Group 1, per port	\$1.03	
Feature Group 2, per port	\$0.31	
Weighted Average Feature Group, per port	\$0.08	
Per Port, Per MOU		
Large Metro Area	\$0.002813	
Medium Metro Area	\$0.003177	
Other Areas	\$0.003048	
Weighted Area Average, per MOU	\$0.002948	

In accordance with the Arizona arbitrator's decision dated Aug. 30, 1995, Arizona Link rates will be at FCC proxy levels, subject to run-up as adjusted by the Arizona Corporation Commission in conjunction with the Interconnection Element Cost Study.

U S WEST INTERCONNECTION PRICE LIST

COLORADO

INTERCONNECTION LOCAL EXCHANGE

Call Termination

Per Minute of Use
 Per Minute of Use
 Per Minute of Use
 Weighted Area Average

Large Metro Area
 Medium Metro Area
 Other Areas

Price

\$0.003052
 \$0.002875
 \$0.003877
 \$0.003083

Call Transport

Direct Trunked Transport

DS1 - 0 Miles
 DS1 - Over 0 to 8
 DS1 - Over 8 to 25
 DS1 - Over 25 to 50
 DS1 - Over 50

DS3 - 0 Miles
 DS3 - Over 0 to 8
 DS3 - Over 8 to 25
 DS3 - Over 25 to 50
 DS3 - Over 50

Fixed

Per Mile

None
 \$37.66
 \$37.66
 \$37.67
 \$37.66
 None
 \$256.13
 \$256.13
 \$256.13
 \$256.13
 \$256.13

None
 \$0.68
 \$0.65
 \$1.05
 \$0.74
 None
 \$14.17
 \$13.96
 \$18.24
 \$19.10

Tandem-Switched Transport

Tandem Switching, per MOU

Price

\$0.002007

Tandem Transmission

0 Mile
 Over 0 - 8 Miles
 Over 8 - 25 Miles
 Over 25 - 50 Miles
 Over 50 Miles

Fixed

Per Mile

None
 \$0.000359
 \$0.000359
 \$0.000358
 \$0.000357
 None
 \$0.000007
 \$0.000007
 \$0.000007
 \$0.000007

Multiplexing, per arrangement

DS3 to DS1

Recurring

Nonrecurring

\$202.82
 \$394.44

INTERCONNECTION EXCHANGE ACCESS

Call Termination

Per Switched Access Tariff

U S WEST INTERCONNECTION PRICE LIST

COLORADO

Cell Transport

Per Switched Access Tariff

Cell Transit

Per Switched Access Tariff

Category	Fixed	Per Mile
----------	-------	----------

Entrance Facility

DS1

Recurring

\$59.36

Nonrecurring

DS3

\$353.75

Direct Link Transport

DS0 - 0 Miles

None

None

DS0 - Over 0 to 8

\$19.00

\$0.09

DS0 - Over 8 to 25

\$19.01

\$0.09

DS0 - Over 25 to 50

\$19.00

\$0.09

DS0 - Over 50

\$19.00

\$0.07

DS1 - 0 Miles

None

None

DS1 - Over 0 to 8

\$37.66

\$0.88

DS1 - Over 8 to 25

\$37.66

\$0.88

DS1 - Over 25 to 50

\$37.67

\$1.05

DS1 - Over 50

\$37.66

\$0.74

Direct Link Transport

DS3 - 0 Miles

None

None

DS3 - Over 0 to 8

\$256.13

\$14.17

DS3 - Over 8 to 25

\$256.13

\$13.96

DS3 - Over 25 to 50

\$256.13

\$18.24

DS3 - Over 50

\$256.13

\$19.10

CCS Link - First Link

Recurring

None

Nonrecurring

\$475.71

CCS Link - Each additional Link

None

\$68.25

STP Port - Per Port

\$208.57

None

Multiplexing

DS1 to DS0

\$201.65

None

DS3 to DS1

\$202.82

None

U S WEST INTERCONNECTION PRICE LIST

COLORADO

CONFIDENTIAL

U S WEST INTERCONNECTION PRICE LIST

COLORADO

PHYSICAL AND VIRTUAL COLLOCATION

Common Elements

Quote Preparation Fee

Recurring	Nonrecurring
None	\$2,249.10

Entrance Facility - 2 fibers

\$1.56	\$1,229.29
--------	------------

2-wire DS0 EICT

\$1.26	\$313.37
--------	----------

4-wire DS0 EICT

\$1.60	\$313.37
--------	----------

DS1 EICT

\$13.51	\$373.75
---------	----------

DS3 EICT

\$40.86	\$399.76
---------	----------

Cable Splicing

Recurring	Nonrecurring
Per setup	None
Per Fiber Spliced	\$97.40
	None
	\$12.18

48 Volt Power, per ampere, per month

\$15.16	None
---------	------

48 Volt Power Cable

20 Ampere Capacity - Recurring

\$0.10	\$64.28
--------	---------

40 Ampere Capacity - Recurring

\$0.14	\$87.17
--------	---------

60 Ampere Capacity - Recurring

\$0.16	\$88.17
--------	---------

Equipment Bay, Per Shelf

\$7.26	None
--------	------

Inspector per 1/2 Hour

Regular Hours	After Hours
\$26.92	\$34.97

Training per 1/2 Hour

\$23.84	None
---------	------

Engineering per 1/2 Hour

\$23.25	\$31.11
---------	---------

Installation per 1/2 Hour

\$26.92	\$34.97
---------	---------

Maintenance per 1/2 Hour

\$23.84	\$31.71
---------	---------

Physical Collocation

Cage/Hard Wall Enclosure

Recurring	Nonrecurring
ICB	ICB
Rent (w/ Maintenance) - per square foot	None

U S WEST INTERCONNECTION PRICE LIST

COLORADO

SUPPLEMENTARY SERVICES	
Directory Assistance	Price
Price per Call - Facilities-Based Providers	\$0.34
Listings	
Primary Listings, Directory Assistance, White & Yellow Pages	No Charge
E911	
LEC and AECs recover costs from PSAP	No Charge
Interim Number Portability	Recurring
Without Transport	
Per Number Ported - First Path	\$4.04
Per Number Ported - Additional Path	\$2.56
With Transport	
Per Number Ported - First Path	\$6.19
Per Number Ported - Additional Path	\$4.72
Additional Charges	Nonrecurring
Service Establishment, per switch, per route - nonrecurring	\$41.30
Service Establishment - additional number ported or changes to existing numbers, per number ported - nonrecurring	\$8.94
Additional and Consecutive Numbers - additional number ported on same account name and consecutive numbers, per number ported - nonrecurring	\$6.64
Assignment of Numbers	Price
Assignments per industry guidelines	No Charge
Busy Line Verification	
Per Call	\$0.72
Busy Line Interrupt	
Per Call	\$0.87

U S WEST INTERCONNECTION PRICE LIST

COLORADO

		Recurring	Nonrecurring
Unbundled Loops			
Large Metro Area		\$23.94	
Medium Metro Area		\$26.17	
Other Areas		\$32.26	
Weighted Area Average		\$25.97	
Without testing			\$90.76
With Basic Testing			\$145.03
With Basic Testing at Designated Time			\$194.21
Unbundled Ports			
• End Office Port, Per First Port		\$1.54	\$112.07
• End Office Port, Per Each Additional Port		\$1.54	\$28.58
* Revised 9/23/96			
Feature Group 1, per port		\$1.03	
Feature Group 2, per port		\$5.31	
Weighted Average Feature Group, per port		\$5.09	
Per Port, Per MOU	Large Metro Area	\$0.003052	
Per Port, Per MOU	Medium Metro Area	\$0.002876	
Per Port, Per MOU	Other Areas	\$0.003877	
Weighted Area Average, per port, per MOU		\$0.003083	

U S WEST INTERCONNECTION PRICE LIST

IOWA

INTERCONNECTION LOCAL EXCHANGE

Call Termination

Per Minute of Use
 Per Minute of Use
 Per Minute of Use
 Weighted Area Average

Large Metro Area
 Medium Metro Area
 Other Areas

Price

\$0.003126
 \$0.003526
 \$0.003547
 \$0.003237

Call Transport

Direct Trunked Transport

DS1 - 0 Miles
 DS1 - Over 0 to 8
 DS1 - Over 8 to 25
 DS1 - Over 25 to 50
 DS1 - Over 50

Fixed

Per Mile

None
 None
 \$45.58 \$1.53
 \$45.60 \$3.71
 \$45.60 \$2.87
 \$45.60 \$3.10

DS3 - 0 Miles
 DS3 - Over 0 to 8
 DS3 - Over 8 to 25
 DS3 - Over 25 to 50
 DS3 - Over 50

None
 None
 \$310.07 \$13.38
 \$310.48 \$13.98
 \$310.72 \$12.86
 \$320.21 \$33.86

Tandem-Switched Transport

Price

Tandem Switching, per MOU

\$0.001576

Tandem Transmission

0 Mile
 Over 0 - 8 Miles
 Over 8 - 25 Miles
 Over 25 - 50 Miles
 Over 50 Miles

Fixed

Per Mile

None
 None
 \$0.000453 \$0.000008
 \$0.000446 \$0.000015
 \$0.000448 \$0.000014
 \$0.000449 \$0.000012

Multiplexing, per arrangement

DS3 to DS1

Recurring

Nonrecurring

\$240.76 \$403.61

INTERCONNECTION LONG-DISTANCE

Call Termination

Per Switched Access Tariff

U S WEST INTERCONNECTION PRICE LIST

IOWA

Call Transport

Per Switched Access Tariff

Call Transit

Per Switched Access Tariff

COMMON CARRIER SIGNALING ACCESS SERVICE

Entrance Facility

DS1

Recurring

\$103.80

Nonrecurring

DS3

\$405.88

Direct Link Transport

DS0 - 0 Miles

Fixed

None

Per Mile

None

DS0 - Over 0 to 8

\$22.80

\$0.11

DS0 - Over 8 to 25

\$22.80

\$0.21

DS0 - Over 25 to 50

\$22.80

\$0.17

DS0 - Over 50

\$22.80

\$0.17

DS1 - 0 Miles

None

None

DS1 - Over 0 to 8

\$45.58

\$1.53

DS1 - Over 8 to 25

\$45.60

\$3.71

DS1 - Over 25 to 50

\$45.60

\$2.67

DS1 - Over 50

\$45.60

\$3.10

Direct Link Transport

DS3 - 0 Miles

Fixed

None

Per Mile

None

DS3 - Over 0 to 8

\$310.07

\$13.38

DS3 - Over 8 to 25

\$310.48

\$13.98

DS3 - Over 25 to 50

\$310.72

\$12.86

DS3 - Over 50

\$320.21

\$33.86

CCS Link -- First Link

Recurring

None

Nonrecurring

\$511.54

CCS Link -- Each additional Link

None

\$73.40

STP Port -- Per Port

\$208.57

None

Multiplexing

DS1 to DS0

\$241.58

None

DS3 to DS1

\$240.76

None

U S WEST INTERCONNECTION PRICE LIST

IOWA

PHYSICAL AND VIRTUAL COLLOCATION

Common Elements

Quote Preparation Fee

Recurring	Nonrecurring
None	\$2,302.53
Entrance Facility - 2 fibers	\$2.79
2-wire DS0 EICT	\$1.50
4-wire DS0 EICT	\$1.90
DS1 EICT	\$16.49
DS3 EICT	\$47.85

Cable Splicing

Per setup

Per Fiber Spliced

Recurring	Nonrecurring
None	\$99.97
None	\$12.50

48 Volt Power, per ampere, per month

\$14.75

None

48 Volt Power Cable

20 Ampere Capacity - Recurring

\$0.20

\$65.98

40 Ampere Capacity - Recurring

\$0.26

\$89.47

60 Ampere Capacity - Recurring

\$0.30

\$100.77

Equipment Bay, Per Shelf

\$6.99

None

Inspector per 1/2 Hour

Regular Hours	After Hours
\$27.62	\$35.89

Training per 1/2 Hour

\$24.47

None

Engineering per 1/2 Hour

\$23.87

\$31.93

Installation per 1/2 Hour

\$27.62

\$35.89

Maintenance per 1/2 Hour

\$24.47

\$32.55

Physical Collocation

Cage/Hard Wall Enclosure

Rent (w/ Maintenance) - per square foot

Recurring	Nonrecurring
ICB	ICB
ICB	None

U S WEST INTERCONNECTION PRICE LIST

IOWA

Ancillary Services	
Directory Assistance	Price
Price per Call -- Facilities-Based Providers	\$0.34
Listings	
Primary Listings, Directory Assistance, White & Yellow Pages	No Charge
E911	
LEC and AECs recover costs from PSAP	No Charge
Interim Number Portability	Recurring
Without Transport	
Per Number Ported - First Path	\$2.67
Per Number Ported - Additional Path	\$1.33
With Transport	
Per Number Ported - First Path	\$3.62
Per Number Ported - Additional Path	\$2.47
Additional Charges	Nonrecurring
Service Establishment, per switch, per route - nonrecurring	\$42.29
Service Establishment - additional number ported or changes to existing numbers, per number ported -- nonrecurring	\$9.16
Additional and Consecutive Numbers -- additional number ported on same account name and consecutive numbers, per number ported -- nonrecurring	\$6.79
Assignment of Numbers	Price
Assignments per industry guidelines	No Charge
Busy Line Verification	
Per Call	\$0.72
Busy Line Interrupt	
Per Call	\$0.87

U S WEST INTERCONNECTION PRICE LIST

IOWA

		Recurring	Nonrecurring
Unbundled Loops			
Large Metro Area		\$32.21	
Medium Metro Area		\$37.80	
Other Areas		\$55.40	
Weighted Area Average		\$36.12	
Without testing			\$92.92
With Basic Testing			\$148.48
With Basic Testing at Designated Time			\$198.81
Unbundled Ports			
End Office Port, Per First Port		\$1.68	\$114.72
End Office Port, Per Each Additional Port		\$1.68	\$29.27
Feature Group 1, per port		\$1.03	
Feature Group 2, per port		\$5.31	
Weighted Average Feature Group, per port		\$5.09	
Per Port, Per MOU	Large Metro Area	\$0.003128	
Per Port, Per MOU	Medium Metro Area	\$0.003528	
Per Port, Per MOU	Other Areas	\$0.003547	
Weighted Average, per port, per MOU		\$0.003237	

U S WEST INTERCONNECTION PRICE LIST

MINNESOTA

INTERCONNECTION - LOCAL EXCHANGE

Call Termination

Per Minute of Use
 Per Minute of Use
 Per Minute of Use
 Weighted Area Average

Large Metro Area
 Medium Metro Area
 Other Areas

Price

\$0.003273
 \$0.002848
 \$0.003623
 \$0.003294

Call Transport

Direct Trunked Transport

DS1 - 0 Miles
 DS1 - Over 0 to 8
 DS1 - Over 8 to 25
 DS1 - Over 25 to 50
 DS1 - Over 50

DS3 - 0 Miles
 DS3 - Over 0 to 8
 DS3 - Over 8 to 25
 DS3 - Over 25 to 50
 DS3 - Over 50

Fixed

Per Mile

None
 \$42.11
 \$42.11
 \$42.12
 \$42.11
 None
 \$286.44
 \$287.06
 \$283.13
 \$288.78

None
 \$0.60
 \$0.68
 \$1.96
 \$1.11
 None
 \$12.50
 \$12.62
 \$26.36
 \$16.53

Tandem-Switched Transport

Tandem Switching, per MOU

Price

\$0.001826

Tandem Transmission

0 Mile
 Over 0 - 8 Miles
 Over 8 - 25 Miles
 Over 25 - 50 Miles
 Over 50 Miles

Fixed

Per Mile

None
 \$0.000413
 \$0.000412
 \$0.000407
 \$0.000409
 None
 \$0.000008
 \$0.000007
 \$0.000011
 \$0.000015

Multiplexing, per arrangement

DS3 to DS1

Recurring

Nonrecurring

\$236.06
 \$403.25

INTERCONNECTION - LONG-DISTANCE ACCESS

Call Termination

Per Switched Access Tariff

U S WEST INTERCONNECTION PRICE LIST

MINNESOTA

Call Transport

Per Switched Access Tariff

Call Transit

Per Switched Access Tariff

COMMON CARRIER SWITCHING ACCESS SERVICE

Entrance Facility

DS1

Recurring

\$104.09

Nonrecurring

DS3

\$417.86

Direct Link Transport

DS0 - 0 Miles

Fixed

None

Per Mile

None

DS0 - Over 0 to 8

\$21.18

\$0.10

DS0 - Over 8 to 25

\$21.17

\$0.10

DS0 - Over 25 to 50

\$21.17

\$0.15

DS0 - Over 50

\$21.19

\$0.20

DS1 - 0 Miles

None

None

DS1 - Over 0 to 8

\$42.11

\$0.60

DS1 - Over 8 to 25

\$42.11

\$0.68

DS1 - Over 25 to 50

\$42.12

\$1.96

DS1 - Over 50

\$42.11

\$1.11

Direct Link Transport

DS3 - 0 Miles

Fixed

None

Per Mile

None

DS3 - Over 0 to 8

\$286.44

\$12.50

DS3 - Over 8 to 25

\$287.06

\$12.62

DS3 - Over 25 to 50

\$293.13

\$26.36

DS3 - Over 50

\$288.78

\$16.53

CCS Link - First Link

Recurring

None

Nonrecurring

\$486.34

CCS Link - Each additional Link

None

\$69.78

STP Port - Per Port

\$208.57

None

Multiplexing

DS1 to DS0

\$224.46

None

DS3 to DS1

\$236.06

None

U S WEST INTERCONNECTION PRICE LIST

MINNESOTA

PHYSICAL AND PHYSICAL COLLOCATION

Common Elements

Quote Preparation Fee

Recurring	Nonrecurring
None	\$2,299.29

Entrance Facility - 2 fibers

\$1.62	\$1,410.28
--------	------------

2-wire DS0 EICT

\$1.44	\$320.36
--------	----------

4-wire DS0 EICT

\$1.62	\$320.36
--------	----------

DS1 EICT

\$15.80	\$382.09
---------	----------

DS3 EICT

\$45.79	\$408.69
---------	----------

Cable Splicing

Recurring	Nonrecurring
None	\$99.83
None	\$12.47

Per setup

Per Fiber Spliced

48 Volt Power, per ampere, per month

\$16.78	None
---------	------

48 Volt Power Cable

20 Ampere Capacity - Recurring

\$0.10	\$65.88
--------	---------

40 Ampere Capacity - Recurring

\$0.15	\$89.34
--------	---------

60 Ampere Capacity - Recurring

\$0.16	\$100.63
--------	----------

Equipment Bay, Per Shelf

\$8.25	None
--------	------

Inspector per 1/2 Hour

Regular Hours	After Hours
\$27.58	\$35.84

Training per 1/2 Hour

\$24.44	None
---------	------

Engineering per 1/2 Hour

\$23.83	\$31.89
---------	---------

Installation per 1/2 Hour

\$27.58	\$35.84
---------	---------

Maintenance per 1/2 Hour

\$24.44	\$32.50
---------	---------

Physical Collocation

Cage/Hard Wall Enclosure

Recurring	Nonrecurring
ICB	ICB
ICB	None

Rent (w/ Maintenance) - per square foot

U S WEST INTERCONNECTION PRICE LIST

MINNESOTA

ANGEL ADVISORY SERVICES	
	Price
Directory Assistance	
Price per Call - Facilities-Based Providers	\$0.34
Listings	
Primary Listings, Directory Assistance, White & Yellow Pages	No Charge
E911	
LEC and AECs recover costs from PSAP	No Charge
Interim Number Portability	Recurring
Without Transport	
Per Number Ported - First Path	\$3.87
Per Number Ported - Additional Path	\$2.22
With Transport	
Per Number Ported - First Path	\$5.83
Per Number Ported - Additional Path	\$4.18
Additional Charges	Nonrecurring
Service Establishment, per switch, per route - nonrecurring	\$42.21
	Nonrecurring
Service Establishment - additional number ported or changes to existing numbers, per number ported - nonrecurring	\$9.15
Additional and Consecutive Numbers - additional number ported on same account name and consecutive numbers, per number ported - nonrecurring	\$6.79
Assignment of Numbers	Price
Assignments per industry guidelines	No Charge
Busy Line Verification	
Per Call	\$0.72
Busy Line Interrupt	
Per Call	\$0.87

U S WEST INTERCONNECTION PRICE LIST

MINNESOTA

	Recurring	Nonrecurring
Unbundled Loops	\$34.11	
Large Metro Area	\$39.36	
Medium Metro Area	\$49.52	
Other Areas	\$38.58	
Weighted Area Average		\$92.80
Without testing		\$148.27
With Basic Testing		\$198.53
With Basic Testing at Designated Time		
Unbundled Ports	\$1.70	\$114.17
End Office Port, Per First Port	\$1.70	\$29.23
End Office Port, Per Each Additional Port		
Feature Group 1, per port	\$1.03	
Feature Group 2, per port	\$5.31	
Weighted Average Feature Group, per port	\$5.09	
Per Port, Per MOU		
Per Port, Per MOU		
Per Port, Per MOU		
Weighted Area Average, per port, per MOU		
	Large Metro Area	\$0.003273
	Medium Metro Area	\$0.002848
	Other Areas	\$0.003623
		\$0.003294

U S WEST INTERCONNECTION PRICE LIST

NEBRASKA

INTERCONNECTION LOCAL EXCHANGE

Call Termination

Per Minute of Use
 Per Minute of Use
 Per Minute of Use
 Weighted Average Rate

Large Metro Area
 Medium Metro Area
 Other Areas

Price

\$0.002906
 \$0.002681
 \$0.004143
 \$0.003083

Call Transport

Direct Trunked Transport

DS1 - 0 Miles
 DS1 - Over 0 to 8
 DS1 - Over 8 to 25
 DS1 - Over 25 to 50
 DS1 - Over 50

DS3 - 0 Miles
 DS3 - Over 0 to 8
 DS3 - Over 8 to 25
 DS3 - Over 25 to 50
 DS3 - Over 50

Fixed

Per Mile

Fixed	Per Mile
None	None
\$42.26	\$0.58
\$42.28	\$2.25
\$42.29	\$3.37
\$42.27	\$1.78
None	None
\$287.39	\$12.50
\$287.77	\$12.97
\$287.99	\$11.87
\$295.79	\$29.15

Tandem-Switched Transport

Tandem Switching, per MOU

Price

\$0.001520

Tandem Transmission

0 Mile
 Over 0 - 8 Miles
 Over 8 - 25 Miles
 Over 25 - 50 Miles
 Over 50 Miles

Fixed

Per Mile

Fixed	Per Mile
None	None
\$0.000416	\$0.000007
\$0.000416	\$0.000007
\$0.000411	\$0.000014
\$0.000412	\$0.000010

Multiplexing, per arrangement

DS3 to DS1

Recurring

Nonrecurring

\$214.43 \$406.77

INTERCONNECTION LONG-DISTANCE ACCESS

Call Termination

Per Switched Access Tariff

U S WEST INTERCONNECTION PRICE LIST

NEBRASKA

Call Transport

Per Switched Access Tariff

Call Transit

Per Switched Access Tariff

Entrance Facility	Direct Link Transport	CCS Link - First Link	CCS Link - Each additional Link	STP Port - Per Port	Multiplexing
-------------------	-----------------------	-----------------------	---------------------------------	---------------------	--------------

Entrance Facility

DS1

DS3

Recurring

Nonrecurring

\$94.64

\$385.68

Direct Link Transport

DS0 - 0 Miles

DS0 - Over 0 to 8

DS0 - Over 8 to 25

DS0 - Over 25 to 50

DS0 - Over 50

Fixed

Per Mile

None

None

\$21.18

\$0.10

\$21.19

\$0.10

\$21.21

\$0.17

\$21.19

\$0.11

DS1 - 0 Miles

DS1 - Over 0 to 8

DS1 - Over 8 to 25

DS1 - Over 25 to 50

DS1 - Over 50

None

None

\$42.26

\$0.68

\$42.28

\$2.25

\$42.29

\$3.37

\$42.27

\$1.78

Direct Link Transport

DS3 - 0 Miles

DS3 - Over 0 to 8

DS3 - Over 8 to 25

DS3 - Over 25 to 50

DS3 - Over 50

Fixed

Per Mile

None

None

\$287.39

\$12.50

\$287.77

\$12.97

\$287.99

\$11.87

\$296.79

\$29.15

CCS Link - First Link

CCS Link - Each additional Link

Recurring

Nonrecurring

None

\$490.57

None

\$70.38

STP Port - Per Port

\$208.57

None

Multiplexing

DS1 to DS0

DS3 to DS1

\$224.47

None

\$214.43

None

U S WEST INTERCONNECTION PRICE LIST

NEBRASKA

PHYSICAL AND LOGICAL COLOCATION

Common Elements

Quote Preparation Fee

Recurring	Nonrecurring
None	\$2,319.28

Entrance Facility - 2 fibers

\$3.16	\$1,270.91
--------	------------

2-wire DS0 EICT

\$1.44	\$323.16
--------	----------

4-wire DS0 EICT

\$1.82	\$323.16
--------	----------

DS1 EICT

\$15.76	\$365.42
---------	----------

DS3 EICT

\$45.71	\$412.25
---------	----------

Cable Splicing

Recurring	Nonrecurring
None	\$100.70

Per setup

None	\$12.59
------	---------

Per Fiber Spliced

48 Volt Power, per ampere, per month

\$15.35	None
---------	------

48 Volt Power Cable

\$0.22	\$66.46
--------	---------

20 Ampere Capacity - Recurring

\$0.29	\$90.12
--------	---------

40 Ampere Capacity - Recurring

\$0.32	\$101.51
--------	----------

60 Ampere Capacity - Recurring

Equipment Bay, Per Shelf

\$8.39	None
--------	------

Inspector per 1/2 Hour

Regular Hours	After Hours
\$27.82	\$36.15

Training per 1/2 Hour

\$24.65	None
---------	------

Engineering per 1/2 Hour

\$24.04	\$32.16
---------	---------

Installation per 1/2 Hour

\$27.82	\$36.15
---------	---------

Maintenance per 1/2 Hour

\$24.65	\$32.78
---------	---------

U S WEST INTERCONNECTION PRICE LIST

NEBRASKA

<i>Physical Collocation</i>	Recurring	Nonrecurring
Cage/Hard Wall Enclosure	ICB	ICB
Rent (w/ Maintenance) - per square foot	ICB	None

Price

Directory Assistance

Price per Call - Facilities-Based Providers

\$0.34

Listings

Primary Listings, Directory Assistance, White & Yellow Pages

No Charge

E911

LEC and AECs recover costs from PSAP

No Charge

Interim Number Portability

Without Transport

Per Number Ported - First Path

Per Number Ported - Additional Path

Recurring

\$3.24

\$1.54

With Transport

Per Number Ported - First Path

Per Number Ported - Additional Path

\$4.72

\$3.11

Additional Charges

Service Establishment, per switch, per route - nonrecurring

Nonrecurring

\$42.60

Service Establishment - additional number ported or changes to existing numbers, per number ported - nonrecurring

Nonrecurring

\$9.23

Additional and Consecutive Numbers - additional number ported on same account name and consecutive numbers, per number ported - nonrecurring

\$6.86

Assignment of Numbers

Assignments per industry guidelines

Price

No Charge

Busy Line Verification

Per Call

\$0.72

Busy Line Interrupt

Per Call

\$0.87

U S WEST INTERCONNECTION PRICE LIST

NEBRASKA

		Recurring	Nonrecurring
Unbundled Loops			
Without testing	Large Metro Area	\$24.73	\$93.61
With Basic Testing	Medium Metro Area	\$26.14	\$149.56
With Basic Testing at Designated Time	Other Areas	\$40.23	\$200.27
Weighted Area Average		\$28.15	
Unbundled Ports			
• End Office Port, Per First Port		\$1.72	\$115.56
• End Office Port, Per Each Additional Port		\$1.72	\$29.50
*Revised 9/23/96			
Feature Group 1, per port		\$1.03	
Feature Group 2, per port		\$5.31	
Weighted Average Feature Group, per port		\$5.09	
Per Port, Per MOU	Large Metro Area	\$0.002906	
Per Port, Per MOU	Medium Metro Area	\$0.002661	
Per Port, Per MOU	Other Areas	\$0.004143	
Weighted Area Average, per port, per MOU		\$0.003083	

U S WEST INTERCONNECTION PRICE LIST

NEW MEXICO

INTERCONNECTION - LOCAL EXCHANGE

Call Termination

Per Minute of Use	Large Metro Area
Per Minute of Use	Medium Metro Area
Per Minute of Use	Other Areas
Weighted Area Average, Per Minute of Use	

Price

\$0.002343
\$0.002435
\$0.002271
\$0.002323

Call Transport

Direct Trunked Transport

DS1 - 0 Miles
DS1 - Over 0 to 8
DS1 - Over 8 to 25
DS1 - Over 25 to 50
DS1 - Over 50

Fixed

Per Mile

None	None
\$35.38	\$0.80
\$35.40	\$1.15
\$35.48	\$3.05
\$35.40	\$1.50

DS3 - 0 Miles
DS3 - Over 0 to 8
DS3 - Over 8 to 25
DS3 - Over 25 to 50
DS3 - Over 50

None	None
\$246.01	\$12.64
\$246.34	\$13.29
\$246.53	\$12.16
\$254.06	\$35.13

Tandem-Switched Transport

Price

\$0.001147

Tandem Switching, per MOU

Tandem Transmission

0 Mile
Over 0 - 8 Miles
Over 8 - 25 Miles
Over 25 - 50 Miles
Over 50 Miles

Fixed

Per Mile

None	None
\$0.001301	\$0.000024
\$0.001296	\$0.000029
\$0.001288	\$0.000056
\$0.001295	\$0.000031

Multiplexing, per arrangement

DS3 to DS1

Recurring

Nonrecurring

\$194.59	\$390.43
----------	----------

INTERCONNECTION - EXCHANGE ACCESS

Call Termination

Per Switched Access Tariff

U S WEST INTERCONNECTION PRICE LIST

NEW MEXICO

Call Transport

Per Switched Access Tariff

Call Transit

Per Switched Access Tariff

COMMON CARRIER REGULATORY ACCESS SERVICE

Entrance Facility

DS1

DS3

Recurring

Nonrecurring

\$86.62

\$339.68

Direct Link Transport

DS0 - 0 Miles

DS0 - Over 0 to 8

DS0 - Over 8 to 25

DS0 - Over 25 to 50

DS0 - Over 50

None

\$17.85

\$17.84

\$17.86

\$17.84

Per Mile

None

\$0.09

\$0.09

\$0.17

\$0.09

DS1 - 0 Miles

DS1 - Over 0 to 8

DS1 - Over 8 to 25

DS1 - Over 25 to 50

DS1 - Over 50

None

\$35.38

\$35.40

\$35.48

\$35.40

None

\$0.80

\$1.15

\$3.05

\$1.50

Direct Link Transport

DS3 - 0 Miles

DS3 - Over 0 to 8

DS3 - Over 8 to 25

DS3 - Over 25 to 50

DS3 - Over 50

Fixed

Per Mile

None

None

\$246.01

\$246.34

\$246.53

\$254.06

\$12.64

\$13.29

\$12.16

\$35.13

Recurring

Nonrecurring

None

\$470.89

None

\$67.57

CCS Link - First Link

CCS Link - Each additional Link

STP Port - Per Port

\$208.57

None

Multiplexing

DS1 to DS0

DS3 to DS1

\$189.29

\$194.59

None

None

U S WEST INTERCONNECTION PRICE LIST

NEW MEXICO

PHYSICAL AND SERVICE LOCATION

Common Elements

Quote Preparation Fee

Recurring

Nonrecurring

None

\$2,226.23

Entrance Facility - 2 fibers

\$1.33

\$1,219.93

2-wire DS0 EICT

\$1.23

\$310.20

4-wire DS0 EICT

\$1.56

\$310.20

DS1 EICT

\$13.46

\$369.94

DS3 EICT

\$38.90

\$395.71

Cable Splicing

Recurring

Nonrecurring

Per setup

None

\$96.66

Per Fiber Spliced

None

\$12.08

48 Volt Power, per ampere, per month

\$15.39

None

48 Volt Power Cable

20 Ampere Capacity - Recurring

\$0.09

\$63.79

40 Ampere Capacity - Recurring

\$0.12

\$86.51

60 Ampere Capacity - Recurring

\$0.13

\$97.43

Equipment Bay, Per Shelf

\$6.82

None

Inspector per 1/2 Hour

Regular Hours

After Hours

\$26.71

\$34.71

Training per 1/2 Hour

\$23.66

None

Engineering per 1/2 Hour

\$23.08

\$30.87

Installation per 1/2 Hour

\$26.71

\$34.71

Maintenance per 1/2 Hour

\$23.66

\$31.47

U S WEST INTERCONNECTION PRICE LIST

NEW MEXICO

Physical Collocation

Cage/Hard Wall Enclosure

Rent (w/ Maintenance) - per square foot

Recurring	Nonrecurring
ICB	ICB
ICB	None

Price

Directory Assistance

Price per Call - Facilities-Based Providers

\$0.34

Listings

Primary Listings, Directory Assistance, White & Yellow Pages

No Charge

E911

LEC and AECs recover costs from PSAP

No Charge

Interim Number Portability

Without Transport

Per Number Ported - First Path

Per Number Ported - Additional Path

Recurring

\$3.38

\$1.95

With Transport

Per Number Ported - First Path

Per Number Ported - Additional Path

\$5.82

\$4.41

Additional Charges

Service Establishment, per switch, per route - nonrecurring

Nonrecurring

\$40.87

Service Establishment - additional number ported or changes to existing numbers, per number ported -- nonrecurring

Nonrecurring

\$8.65

Additional and Consecutive Numbers -- additional number ported on same account name and consecutive numbers, per number ported -- nonrecurring

\$6.57

Assignment of Numbers

Assignments per industry guidelines

Price

No Charge

Busy Line Verification

Per Call

\$0.72

Busy Line Interrupt

Per Call

\$0.87

Recurring	Nonrecurring
-----------	--------------

U S WEST INTERCONNECTION PRICE LIST

NEW MEXICO

Unbundled Loops

Large Metro Area	\$28.13
Medium Metro Area	\$30.75
Other Areas	\$38.55
Weighted Area Average	\$30.62

Without testing, First LIS-Link	\$89.85
With Basic Testing, First LIS-Link	\$143.55
With Basic Testing at Designated Time, First LIS-Link	\$192.23

Unbundled Ports

End Office Port, Per First Port	\$1.45	\$110.82
End Office Port, Per Each Additional Port	\$1.45	\$28.30

Per Port, Per MOU	Large Metro Area	\$0.002343
Per Port, Per MOU	Medium Metro Area	\$0.002435
Per Port, Per MOU	Other Areas	\$0.002271
Weighted Area Average, Per MOU		\$0.002323

Feature Group 1, per port	\$1.03
Feature Group 2, per port	\$5.31
Weighted Average Feature Group, per port	\$5.09

U S WEST INTERCONNECTION PRICE LIST

OREGON

INTERCONNECTION EXCHANGE

Call Termination

Per Minute of Use
 Per Minute of Use
 Per Minute of Use
 Weighted Area Average

Large Metro Area
 Medium Metro Area
 Other Areas

Price

\$0.002906
 \$0.002711
 \$0.003183
 \$0.002880

Call Transport

Direct Trunked Transport

DS1 - 0 Miles
 DS1 - Over 0 to 8
 DS1 - Over 8 to 25
 DS1 - Over 25 to 50
 DS1 - Over 50

DS3 - 0 Miles
 DS3 - Over 0 to 8
 DS3 - Over 8 to 25
 DS3 - Over 25 to 50
 DS3 - Over 50

Fixed

Per Mile

Fixed	Per Mile
None	None
\$39.64	\$0.74
\$39.65	\$1.67
\$39.65	\$1.62
\$39.66	\$2.37
None	None
\$267.96	\$14.11
\$275.31	\$22.30
\$274.37	\$23.61
\$277.63	\$31.50

Tandem-Switched Transport

Tandem Switching, per MOU

Price

\$0.001811

Tandem Transmission

0 Mile
 Over 0 - 8 Miles
 Over 8 - 25 Miles
 Over 25 - 50 Miles
 Over 50 Miles

Fixed

Per Mile

Fixed	Per Mile
None	None
\$0.001570	\$0.000027
\$0.001563	\$0.000031
\$0.001570	\$0.000035
\$0.001564	\$0.000054

Multiplexing, per arrangement

DS3 to DS1

Recurring

Nonrecurring

Recurring	Nonrecurring
\$213.12	\$412.04

INTERCONNECTION EXCHANGE ACCESS

Call Termination

Per Switched Access Tariff

U S WEST INTERCONNECTION PRICE LIST

OREGON

Call Transport

Per Switched Access Tariff

Call Transit

Per Switched Access Tariff

COMMON CARRIER ACCESS SERVICE

Entrance Facility

DS1

DS3

Recurring

Nonrecurring

\$97.53

\$387.58

Direct Link Transport

DS0 - 0 Miles

DS0 - Over 0 to 8

DS0 - Over 8 to 25

DS0 - Over 25 to 50

DS0 - Over 50

Fixed

Per Mile

None

None

\$20.37

\$0.08

\$20.37

\$0.12

\$20.37

\$0.10

\$20.37

\$0.13

DS1 - 0 Miles

DS1 - Over 0 to 8

DS1 - Over 8 to 25

DS1 - Over 25 to 50

DS1 - Over 50

None

None

\$39.64

\$0.74

\$39.65

\$1.67

\$39.65

\$1.62

\$39.66

\$2.37

Direct Link Transport

DS3 - 0 Miles

DS3 - Over 0 to 8

DS3 - Over 8 to 25

DS3 - Over 25 to 50

DS3 - Over 50

Fixed

Per Mile

None

None

\$267.96

\$14.11

\$275.31

\$22.30

\$274.37

\$23.61

\$277.63

\$31.50

CCS Link - First Link

CCS Link - Each additional Link

Recurring

Nonrecurring

None

\$496.93

None

\$71.29

STP Port - Per Port

\$208.57

None

Multiplexing

DS1 to DS0

DS3 to DS1

\$216.67

None

\$213.12

None

U S WEST INTERCONNECTION PRICE LIST

OREGON

PHYSICAL AND PHYSICAL COLOCATION

Common Elements

Quote Preparation Fee

Recurring	Nonrecurring
None	\$2,349.40

Entrance Facility - 2 fibers

\$2.22	\$1,287.41
--------	------------

2-wire DS0 EICT

\$1.42	\$327.36
--------	----------

4-wire DS0 EICT

\$1.80	\$327.36
--------	----------

DS1 EICT

\$15.51	\$390.42
---------	----------

DS3 EICT

\$44.75	\$417.60
---------	----------

Cable Splicing

Recurring	Nonrecurring
None	\$102.01

Per setup

None	\$12.75
------	---------

Per Fiber Spliced

48 Volt Power, per ampere, per month

\$14.24	None
---------	------

48 Volt Power Cable

\$0.16	\$67.32
--------	---------

20 Ampere Capacity - Recurring

\$0.21	\$91.29
--------	---------

40 Ampere Capacity - Recurring

\$0.24	\$102.82
--------	----------

60 Ampere Capacity - Recurring

Equipment Bay, Per Shelf

\$8.13	None
--------	------

Inspector per 1/2 Hour

Regular Hours	After Hours
\$28.19	\$36.62

Training per 1/2 Hour

\$24.97	None
---------	------

Engineering per 1/2 Hour

\$24.35	\$32.58
---------	---------

Installation per 1/2 Hour

\$28.19	\$36.62
---------	---------

Maintenance per 1/2 Hour

\$24.97	\$33.21
---------	---------

Physical Collocation

Cage/Hard Wall Enclosure

Recurring	Nonrecurring
ICB	ICB
ICB	None

Rent (w/ Maintenance) - per square foot

U S WEST INTERCONNECTION PRICE LIST

OREGON

Interconnection Services		Price
Directory Assistance		
Price per Call -- Facilities-Based Providers		\$0.34
Listings		
Primary Listings, Directory Assistance, White & Yellow Pages		No Charge
E911		
LEC and AECs recover costs from PSAP		No Charge
Interim Number Portability		Recurring
Without Transport		
Per Number Ported - First Path		\$4.35
Per Number Ported - Additional Path		\$3.30
With Transport		
Per Number Ported - First Path		\$9.17
Per Number Ported - Additional Path		\$8.12
Additional Charges		Nonrecurring
Service Establishment, per switch, per route - nonrecurring		\$43.14
Service Establishment - additional number ported or changes to existing numbers, per number ported -- nonrecurring		\$9.35
Additional and Consecutive Numbers -- additional number ported on same account name and consecutive numbers, per number ported -- nonrecurring		\$6.94
Assignment of Numbers		Price
Assignments per industry guidelines		No Charge
Busy Line Verification		
Per Call		\$0.72
Busy Line Interrupt		
Per Call		\$0.87

U S WEST INTERCONNECTION PRICE LIST

OREGON

		Recurring	Nonrecurring
Unbundled Loops			
Large Metro Area		\$30.66	
Medium Metro Area		\$35.65	
Other Areas		\$40.49	
Weighted Area Average		\$34.88	
Without testing			\$94.83
With Basic Testing			\$151.50
With Basic Testing at Designated Time			\$202.85
Unbundled Ports			
• End Office Port, per port		\$1.41	\$117.07
• End Office Port, per port		\$1.41	\$29.88
• Revised 9/23/96			
Feature Group 1, per port		\$1.03	
Feature Group 2, per port		\$5.31	
Weighted Average Feature Group, per port		\$5.09	
Per Port, Per MOU			
		Large Metro Area	\$0.002806
Per Port, Per MOU		Medium Metro Area	\$0.002711
Per Port, Per MOU		Other Areas	\$0.003183
Weighted Average, per port, per MOU			\$0.002890

U S WEST INTERCONNECTION PRICE LIST

SOUTH DAKOTA

INTERCONNECTED LOCAL EXCHANGE

Call Termination

Per Minute of Use
 Per Minute of Use
 Per Minute of Use
 Weighted Area Average

Large Metro Area
 Medium Metro Area
 Other Areas

Price

\$0.002602
 \$0.002759
 \$0.002659
 \$0.002656

Call Transport

Direct Trunked Transport

DS1 - 0 Miles
 DS1 - Over 0 to 8
 DS1 - Over 8 to 25
 DS1 - Over 25 to 50
 DS1 - Over 50

DS3 - 0 Miles
 DS3 - Over 0 to 8
 DS3 - Over 8 to 25
 DS3 - Over 25 to 50
 DS3 - Over 50

Fixed

Per Mile

Fixed	Per Mile
None	None
\$39.86	\$1.13
\$39.87	\$2.15
\$39.87	\$2.09
\$39.86	\$1.44
None	None
\$270.95	\$12.50
\$271.31	\$12.95
\$271.52	\$11.80
\$279.80	\$28.76

Tandem-Switched Transport

Tandem Switching, per MOU

Price

\$0.001404

Tandem Transmission

0 Mile
 Over 0 - 6 Miles
 Over 6 - 25 Miles
 Over 25 - 50 Miles
 Over 50 Miles

Fixed

Per Mile

Fixed	Per Mile
None	None
\$0.001639	\$0.000043
\$0.001618	\$0.000051
\$0.001623	\$0.000050
\$0.001632	\$0.000035

Multiplexing, per arrangement

DS3 to DS1

Recurring

Nonrecurring

\$219.52 \$393.50

INTERCONNECTED LONG-DISTANCE EXCHANGE ACCESS

Call Termination

Per Switched Access Tariff

U S WEST INTERCONNECTION PRICE LIST

SOUTH DAKOTA

Call Transport

Per Switched Access Tariff

Call Transit

Per Switched Access Tariff

Entrance Facility	Recurring	Nonrecurring
DS1	\$96.87	
DS3	\$388.53	

Entrance Facility

DS1

DS3

Direct Link Transport

DS0 - 0 Miles

DS0 - Over 0 to 8

DS0 - Over 8 to 25

DS0 - Over 25 to 50

DS0 - Over 50

DS1 - 0 Miles

DS1 - Over 0 to 8

DS1 - Over 8 to 25

DS1 - Over 25 to 50

DS1 - Over 50

Direct Link Transport

DS3 - 0 Miles

DS3 - Over 0 to 8

DS3 - Over 8 to 25

DS3 - Over 25 to 50

DS3 - Over 50

CCS Link - First Link

CCS Link - Each additional Link

STP Port - Per Port

Multiplexing

DS1 to DS0

DS3 to DS1

Recurring

Nonrecurring

\$96.87

\$388.53

Fixed

Per Mile

None

None

\$19.66

\$0.10

\$19.64

\$0.14

\$19.64

\$0.13

\$19.66

\$0.08

None

None

\$39.66

\$1.13

\$39.87

\$2.15

\$39.87

\$2.09

\$39.66

\$1.44

Fixed

Per Mile

None

None

\$270.95

\$12.50

\$271.31

\$12.95

\$271.52

\$11.80

\$279.80

\$28.76

Recurring

Nonrecurring

None

\$474.57

None

\$68.10

\$208.57

None

\$207.83

None

\$219.52

None

U S WEST INTERCONNECTION PRICE LIST

SOUTH DAKOTA

PHYSICAL AND LOGICAL COLOCATION

Common Elements

Quote Preparation Fee

Recurring	Nonrecurring
None	\$2,243.65

Entrance Facility - 2 fibers

\$1.61	\$1,228.40
--------	------------

2-wire DS0 EICT

\$1.31	\$312.61
--------	----------

4-wire DS0 EICT

\$1.66	\$312.61
--------	----------

DS1 EICT

\$14.41	\$372.84
---------	----------

DS3 EICT

\$41.82	\$398.82
---------	----------

Cable Splicing

Recurring	Nonrecurring
None	\$

Per setup

None	\$	97.41
------	----	-------

Per Fiber Spliced

None	\$	12.17
------	----	-------

48 Volt Power, per ampere, per month

\$15.87	None
---------	------

48 Volt Power Cable

\$0.10	\$64.28
--------	---------

20 Ampere Capacity - Recurring

\$0.15	\$87.18
--------	---------

40 Ampere Capacity - Recurring

\$0.17	\$98.19
--------	---------

60 Ampere Capacity - Recurring

\$7.97	None
--------	------

Equipment Bay, Per Shelf

Regular Hours	After Hours
\$26.91	\$34.97

Inspector per 1/2 Hour

\$23.85	None
---------	------

Training per 1/2 Hour

\$23.25	\$31.11
---------	---------

Engineering per 1/2 Hour

\$26.91	\$34.97
---------	---------

Installation per 1/2 Hour

\$23.85	\$31.71
---------	---------

Maintenance per 1/2 Hour

Physical Collocation

Cage/Hard Wall Enclosure

Recurring	Nonrecurring
ICB	ICB
ICB	None

Rent (w/ Maintenance) - per square foot

U S WEST INTERCONNECTION PRICE LIST

SOUTH DAKOTA

ANCILLARY SERVICES		Price
Directory Assistance		
Price per Call - Facilities-Based Providers		\$0.34
Listings		
Primary Listings, Directory Assistance, White & Yellow Pages		No Charge
911		
LEC and AECs recover costs from PSAP		No Charge
Interim Number Portability		
Without Transport		Recurring
Per Number Ported - First Path		\$2.57
Per Number Ported - Additional Path		\$0.85
With Transport		
Per Number Ported - First Path		\$3.98
Per Number Ported - Additional Path		\$2.26
Additional Charges		
Service Establishment, per switch, per route - nonrecurring		Nonrecurring
		\$41.18
Service Establishment - additional number ported or changes to existing numbers, per number ported - nonrecurring		Nonrecurring
		\$8.93
Additional and Consecutive Numbers - additional number ported on same account name and consecutive numbers, per number ported - nonrecurring		\$6.63
Assignment of Numbers		Price
Assignments per industry guidelines		No Charge
Busy Line Verification		
Per Call		\$0.72
Busy Line Interrupt		
Per Call		\$0.87

U S WEST INTERCONNECTION PRICE LIST

SOUTH DAKOTA

		Recurring	Nonrecurring
Unbundled Loops			
Large Metro Area		\$26.12	
Medium Metro Area		\$27.66	
Other Areas		\$38.85	
Weighted Area Average		\$33.97	
Without testing			\$90.55
With Basic Testing			\$144.67
With Basic Testing at Designated Time			\$193.72
Unbundled Ports			
End Office Port, Per First Port		\$1.84	\$111.80
End Office Port, Per Each Additional Port		\$1.84	\$28.52
Feature Group 1, per port		\$1.03	
Feature Group 2, per port		\$5.31	
Weighted Average Feature Group, per port		\$5.09	
Per Port, Per MOU	Large Metro Area	\$0.002602	
Per Port, Per MOU	Medium Metro Area	\$0.002759	
Per Port, Per MOU	Other Areas	\$0.002659	
Weighted Area Average, per port, per MOU		\$0.002656	

U S WEST INTERCONNECTION PRICE LIST

UTAH

INTRA-AREA EXCHANGE

Call Termination

Per Minute of Use	Large Metro Area
Per Minute of Use	Medium Metro Area
Per Minute of Use	Other Areas
Weighted Area Average, Per Minute of Use	

Price

\$0.003288
\$0.003121
\$0.004014
\$0.003348

Call Transport

Direct Trunked Transport

DS1 - 0 Miles

DS1 - Over 0 to 8

DS1 - Over 8 to 25

DS1 - Over 25 to 50

DS1 - Over 50

DS3 - 0 Miles

DS3 - Over 0 to 8

DS3 - Over 8 to 25

DS3 - Over 25 to 50

DS3 - Over 50

Fixed

Per Mile

None	None
\$39.18	\$0.82
\$39.20	\$0.98
\$39.18	\$0.88
\$39.26	\$1.86
None	None
\$274.77	\$12.77
\$274.77	\$13.88
\$274.77	\$18.74
\$274.77	\$12.86

Tandem-Switched Transport

Tandem Switching, per MOU

Price

\$0.001386

Tandem Transmission

0 Mile

Over 0 - 8 Miles

Over 8 - 25 Miles

Over 25 - 50 Miles

Over 50 Miles

Fixed

Per Mile

None	None
\$0.001506	\$0.000027
\$0.001507	\$0.000029
\$0.001501	\$0.000028
\$0.001502	\$0.000038

Multiplexing, per arrangement

DS3 to DS1

Recurring

Nonrecurring

\$213.42	\$445.06
----------	----------

INTER-AREA EXCHANGE ACCESS

Call Termination

Per Switched Access Tariff

U S WEST INTERCONNECTION PRICE LIST

UTAH

Call Transport

Per Switched Access Tariff

Call Transit

Per Switched Access Tariff

Call Transport	Call Transit	Switched Access Service
----------------	--------------	-------------------------

Entrance Facility

DS1

Recurring

Nonrecurring

\$55.04

DS3

\$382.64

Direct Link Transport

Fixed

Per Mile

DS0 - 0 Miles

None

None

DS0 - Over 0 to 8

\$19.49

\$0.09

DS0 - Over 8 to 25

\$19.49

\$0.09

DS0 - Over 25 to 50

\$19.48

\$0.07

DS0 - Over 50

\$19.50

\$0.12

DS1 - 0 Miles

None

None

DS1 - Over 0 to 8

\$39.18

\$0.62

DS1 - Over 8 to 25

\$39.20

\$0.98

DS1 - Over 25 to 50

\$39.18

\$0.88

DS1 - Over 50

\$39.26

\$1.86

Direct Link Transport

Fixed

Per Mile

DS3 - 0 Miles

None

None

DS3 - Over 0 to 8

\$274.77

\$12.77

DS3 - Over 8 to 25

\$274.77

\$13.88

DS3 - Over 25 to 50

\$274.77

\$18.74

DS3 - Over 50

\$274.77

\$12.86

CCS Link - First Link

Recurring

Nonrecurring

None

\$493.48

CCS Link - Each additional Link

None

\$70.81

STP Port -- Per Port

\$208.57

None

Multiplexing

DS1 to DS0

\$206.37

None

DS3 to DS1

\$213.42

None

U S WEST INTERCONNECTION PRICE LIST

UTAH

PHYSICAL COLLOCATION

Common Elements

Quote Preparation Fee

Recurring	Nonrecurring
None	\$2,333.06

Entrance Facility - 2 fibers

\$1.60	\$1,278.44
--------	------------

2-wire DS0 EICT

\$1.24	\$325.07
--------	----------

4-wire DS0 EICT

\$1.58	\$325.07
--------	----------

DS1 EICT

\$13.85	\$387.70
---------	----------

DS3 EICT

\$39.54	\$414.69
---------	----------

Cable Splicing

Recurring	Nonrecurring
None	\$101.30

Per setup

None	\$12.67
------	---------

Per Fiber Spliced

48 Volt Power, per ampere, per month

\$15.14	None
---------	------

48 Volt Power Cable

\$0.11	\$66.85
--------	---------

20 Ampere Capacity - Recurring

\$0.15	\$90.66
--------	---------

40 Ampere Capacity - Recurring

\$0.17	\$102.11
--------	----------

60 Ampere Capacity - Recurring

\$7.62	None
--------	------

Equipment Bay, Per Shelf

Regular Hours	After Hours
\$27.99	\$36.37

Inspector per 1/2 Hour

\$24.79	None
---------	------

Training per 1/2 Hour

\$24.18	\$32.35
---------	---------

Engineering per 1/2 Hour

\$27.99	\$36.37
---------	---------

Installation per 1/2 Hour

\$24.79	\$32.98
---------	---------

Maintenance per 1/2 Hour

Physical Collocation

Cage/Hard Wall Enclosure

Recurring	Nonrecurring
ICB	ICB
ICB	None

Rent (w/ Maintenance) - per square foot

U S WEST INTERCONNECTION PRICE LIST

UTAH

ANCILLARY SERVICES	
	Price
Directory Assistance	
Price per Call -- Facilities-Based Providers	\$0.34
Listings	
Primary Listings, Directory Assistance, White & Yellow Pages	No Charge
911	
LEC and AECs recover costs from PSAP	No Charge
Interim Number Portability	
Without Transport	
Per Number Ported - First Path	\$3.68
Per Number Ported - Additional Path	\$2.29
With Transport	
Per Number Ported - First Path	\$6.96
Per Number Ported - Additional Path	\$5.56
Additional Charges	
Service Establishment, per switch, per route - nonrecurring	Nonrecurring \$42.83
Service Establishment - additional number ported or changes to existing numbers, per number ported -- nonrecurring	Nonrecurring \$9.29
Additional and Consecutive Numbers -- additional number ported on same account name and consecutive numbers, per number ported -- nonrecurring	Nonrecurring \$6.89
Assignment of Numbers	
Assignments per industry guidelines	Price No Charge
Busy Line Verification	
Per Call	\$0.72
Busy Line Interrupt	
Per Call	\$0.87

U S WEST INTERCONNECTION PRICE LIST

UTAH

	Recurring	Nonrecurring
Unbundled Loops		
Large Metro Area	\$27.55	
Medium Metro Area	\$31.49	
Other Areas	\$38.16	
Weighted Area Average	\$30.07	
Without testing		\$94.16
With Basic Testing		\$150.44
With Basic Testing at Designated Time		\$201.44
Unbundled Ports		
End Office Port, Per First port	\$1.68	\$116.23
End Office Port, Per Each Additional Port	\$1.68	\$29.66
Per Port, Per MOU		
Large Metro Area	\$0.003298	
Medium Metro Area	\$0.003121	
Other Areas	\$0.004014	
Weighted Area Average, Per MOU	\$0.003348	
Feature Group 1, per port	\$1.03	
Feature Group 2, per port	\$5.31	
Weighted Average Feature Group, per port	\$5.09	

U S WEST INTERCONNECTION PRICE LIST

WASHINGTON

INTERCONNECTION	LOCAL EXCHANGE
-----------------	----------------

Call Termination

Per Minute of Use	Large Metro Area
Per Minute of Use	Medium Metro Area
Per Minute of Use	Other Areas
Weighted Area Average, Per Minute of Use	

Price

\$0.003183
\$0.003023
\$0.003549
\$0.003141

Call Transport**Direct Trunked Transport**

DS1 - 0 Miles
DS1 - Over 0 to 8
DS1 - Over 8 to 25
DS1 - Over 25 to 50
DS1 - Over 50

Fixed**Per Mile**

None	None
\$41.72	\$0.67
\$41.72	\$0.84
\$41.73	\$2.97
\$41.73	\$3.49

DS3 - 0 Miles
DS3 - Over 0 to 8
DS3 - Over 8 to 25
DS3 - Over 25 to 50
DS3 - Over 50

None**None**

\$263.30	\$13.83
\$284.17	\$15.03
\$291.31	\$39.19
\$293.91	\$44.74

Tandem-Switched Transport

Tandem Switching, per MOU

Price

\$0.001794

Tandem Transmission

0 Mile
Over 0 - 8 Miles
Over 8 - 25 Miles
Over 25 - 50 Miles
Over 50 Miles

Fixed**Per Mile**

None	None
\$0.001644	\$0.000036
\$0.001643	\$0.000029
\$0.001634	\$0.000030
\$0.001637	\$0.000049

Multiplexing, per arrangement

DS3 to DS1

Recurring**Nonrecurring**

\$218.58	\$418.45
----------	----------

INTERCONNECTION	EXCHANGE ACCESS
-----------------	-----------------

Call Termination

Per Switched Access Tariff

U S WEST INTERCONNECTION PRICE LIST

WASHINGTON

Call Transport

Per Switched Access Tariff

Call Transit

Per Switched Access Tariff

COMMON DATA	WASH DC	LONG DISTANCE SERVICE
-------------	---------	-----------------------

Entrance Facility

DS1

DS3

Recurring	Nonrecurring
\$99.78	
\$404.24	

Direct Link Transport

DS0 - 0 Miles

DS0 - Over 0 to 8

DS0 - Over 8 to 25

DS0 - Over 25 to 50

DS0 - Over 50

Fixed	Per Mile
None	None
\$20.89	\$0.13
\$20.88	\$0.10
\$20.88	\$0.10
\$20.89	\$0.17

DS1 - 0 Miles

DS1 - Over 0 to 8

DS1 - Over 8 to 25

DS1 - Over 25 to 50

DS1 - Over 50

Fixed	Per Mile
None	None
\$41.72	\$0.67
\$41.72	\$0.84
\$41.73	\$2.97
\$41.73	\$3.49

Direct Link Transport

DS3 - 0 Miles

DS3 - Over 0 to 8

DS3 - Over 8 to 25

DS3 - Over 25 to 50

DS3 - Over 50

Fixed	Per Mile
None	None
\$283.30	\$13.83
\$284.17	\$15.03
\$291.31	\$39.19
\$293.91	\$44.74

CCS Link - First Link

CCS Link - Each additional Link

Recurring	Nonrecurring
None	\$504.68
None	\$72.42

STP Port - Per Port

\$208.57

None

Multiplexing

DS1 to DS0

DS3 to DS1

\$221.08

None

\$218.58

None

U S WEST INTERCONNECTION PRICE LIST

WASHINGTON

PHYSICAL AND INSTANT COLOCATION

Common Elements

Quote Preparation Fee

Recurring	Nonrecurring
None	\$2,437.30

Entrance Facility - 2 fibers

\$1,307.45	\$2.07
------------	--------

2-wire DS0 EICT

\$1.41	\$339.61
--------	----------

4-wire DS0 EICT

\$1.79	\$339.61
--------	----------

DS1 EICT

\$15.52	\$405.02
---------	----------

DS3 EICT

\$45.00	\$433.23
---------	----------

Cable Splicing

Recurring	Nonrecurring
None	\$103.59

Per setup

None	\$12.95
------	---------

Per Fiber Spliced

48 Volt Power, per ampere, per month

\$13.45	None
---------	------

48 Volt Power Cable

\$0.15	\$68.37
--------	---------

20 Ampere Capacity - Recurring

\$0.20	\$92.71
--------	---------

40 Ampere Capacity - Recurring

\$0.22	\$104.42
--------	----------

60 Ampere Capacity - Recurring

\$8.58	None
--------	------

Equipment Bay, Per Shelf

Regular Hours	After Hours
\$28.62	\$37.20

Inspector per 1/2 Hour

\$25.36	None
---------	------

Training per 1/2 Hour

\$24.73	\$33.09
---------	---------

Engineering per 1/2 Hour

\$28.62	\$37.20
---------	---------

Installation per 1/2 Hour

\$25.36	\$33.73
---------	---------

Maintenance per 1/2 Hour

Physical Collocation

Cage/Hard Wall Enclosure

Recurring	Nonrecurring
ICB	ICB
ICB	None

Rent (w/ Maintenance) - per square foot

U S WEST INTERCONNECTION PRICE LIST

WASHINGTON

ANCILLARY SERVICES	
	Price
Directory Assistance	
Price per Call -- Facilities-Based Providers	\$0.34
Listings	
Primary Listings, Directory Assistance, White & Yellow Pages	No Charge
E911	
LEC and AECs recover costs from PSAP	No Charge
Interim Number Portability	Recurring
Without Transport	
Per Number Ported - First Path	\$4.25
Per Number Ported - Additional Path	\$3.02
With Transport	
Per Number Ported - First Path	\$8.73
Per Number Ported - Additional Path	\$7.50
Additional Charges	Nonrecurring
Service Establishment, per switch, per route - nonrecurring	\$43.80
	Nonrecurring
Service Establishment - additional number ported or changes to existing numbers, per number ported -- nonrecurring	\$9.49
Additional and Consecutive Numbers -- additional number ported on same account name and consecutive numbers, per number ported -- nonrecurring	\$7.05
Assignment of Numbers	Price
Assignments per industry guidelines	No Charge
Busy Line Verification	
Per Call	\$0.72
Busy Line Interrupt	
Per Call	\$0.87

U S WEST INTERCONNECTION PRICE LIST

WASHINGTON

	Recurring	Nonrecurring
Unbundled Loops		
Large Metro Area	\$33.16	
Medium Metro Area	\$38.24	
Other Areas	\$52.40	
Weighted Area Average	\$38.22	
Without testing		\$96.30
With Basic Testing		\$153.86
With Basic Testing at Designated Time		\$206.02
Unbundled Ports		
End Office Port, Per First port	\$1.43	\$118.88
End Office Port, Per Each Additional Port	\$1.43	\$30.33
Per Port, Per MOU		
Large Metro Area	\$0.003183	
Medium Metro Area	\$0.003023	
Other Areas	\$0.003549	
Weighted Area Average, Per MOU	\$0.003141	
Feature Group 1, per port	\$1.03	\$2.99
Feature Group 2, per port	\$5.31	\$2.99
Weighted Average Feature Group, per port	\$5.09	

**APPENDIX B
LOCAL EXCHANGE SERVICES
REALE OF SERVICES**

The Parties agree the following interim charges apply to the Resale of Local Services:

1. Nonrecurring Charges.

a. **Customer Transfer Charge (CTC):** The following nonrecurring charges apply when converting a USWC account to a Reseller account or when changing an end user from one reseller to another.

Per order	USOC	Nonrecurring Charge
• Business	NR9CV	\$ 56.00
• Residence	NR9CV	52.00

b. **Product Specific Nonrecurring Charge:** The product specific nonrecurring charges, without discount, apply when additional lines or trunks are added. Only the product specific nonrecurring charge will apply when the end user adds features or services to existing lines or trunks.

2. USWC services are available for resale at the interim rates listed below:

Category:	Discount Rate
• Basic Exchange Business, PBX Trunks	12%
• ISDN, Frame Relay Service	12%
• Listings, CO Features	12%

For the interim, intralata toll is available for resale at the contract toll rates listed below without application of a further wholesale discount:

State:	Rate Per Minute of Use
Arizona	\$.125
Colorado	.14
Idaho	.12
Iowa	.13
Minnesota	.135
Montana	.12
Nebraska	.175
New Mexico	.155
North Dakota	.16
Oregon	.09
South Dakota	.10
Utah	.11
Washington	.11
Wyoming	.16

3. The Parties agree the following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above unless and until the state public utilities commission in a particular state orders, on an interim or final

basis, that wholesale discounts apply to these products: Basic Exchange Residence Line, Centrex, Private Line and Volume Discount and/or Term arrangements (whether contained in customer contracts or USWC tariffs).

**APPENDIX B
ENGINEERING REQUIREMENTS
TRUNK FORECAST FORMS**

**INTERCONNECTION CHECKLIST
MEET POINT**

DATE OF MEETING:

Interconnector Information

Name:	
Address:	
City, State, Zip:	
Technical Contact Person:	
Technical Contact Person Telephone #:	
USWC Negotiator:	
USWC Negotiator Telephone #:	
Desired U S WEST Central office	
CLLI:	
Central Office address:	
City, State:	
Meet Point Address:	

Equipment

Manufacture/ model#	Quantity	

Cable Makeup

Number of cables:	
Number of fibers per cable:	
Distance from USW to Meet Point	
Distance from AT&T to Meet Point	

Service Requirements

	Year 1	Year 2	Year 3
DS3			
DS1			

Remarks:

REF ID: A66744

**EXHIBIT B -- PAGE 2
INTERCONNECTION CHECKLIST
ADDITIONAL TRUNKING**

Interconnector Information

Name	
Address	
City, State, Zip	
Technical Contact Person	
Technical Contact Person Telephone #	
USWC Negotiator	
USWC Negotiator Telephone #	
Desired Central office (TANDEM)	
CLLI	
Central Office address	
City, State	
Meet Point Address	

Service Requirements

	Year 1	Year 2	Year 3
USW End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
USW End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
USW End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			
USW End Office:			
- Terminating CCS (peak busy hr)			
- Number Portability:			
Arrangements			
Call paths per # ported			

Remarks:

Please attach a sketch of the agreed upon meet point arrangement

10000.1000.1000.1000

APPENDIX C E-911 EXCHANGES

**NPA/NXX for each Central Office being connected or NPA/NXX and number groups
subscribed to for resale.**

**The list of exchanges will be supplied when GST makes a determination regarding where
it will provide service.**

EXHIBIT C

1000 • 1000 • 1000

**INTERIM AGREEMENT
FOR SERVICE RESALE
Between**

**and
U S WEST COMMUNICATIONS, INC.**

TABLE OF CONTENTS

	Page
I. RECITALS & PRINCIPLES	3
II. SCOPE OF AGREEMENT	4
III. DEFINITIONS	5
IV. RESALE SERVICES	6
A. DESCRIPTION	6
B. SCOPE	6
C. ORDERING AND MAINTENANCE	7
D. RESELLER RESPONSIBILITIES	9
E. RATES AND CHARGES	10
F. COLLATERAL AND TRAINING	12
V. ACCESS TO OPERATIONAL SUPPORT (OSS)	13
V. DIRECTORY LISTINGS	19
VI. GENERAL PROVISIONS	19
A. TERM	19
B. BILLING	20
C. PAYMENT	21
D. DEPOSIT	21

INTERIM AGREEMENT FOR SERVICE RESALE

This is an Interim Agreement for Service Resale ("Agreement"), between [REDACTED] ("Reseller"), a Certified Reseller* and U S WEST Communications, Inc. ("USWC") (collectively, "the Parties") in which USWC will provide certain services to Reseller within the state(s) of Arizona, Idaho, Montana, New Mexico, Oregon, Utah and Washington, and such additional states as the Parties may mutually agree upon. Where required, this Agreement or the portions of this Agreement relative to a particular state, will be submitted to the appropriate Public Utilities Commission ("Commission") and the Parties will specifically request that the Commission promptly approve this Agreement and refrain from taking any action to change, suspend or otherwise delay implementation of this Interim Agreement. The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

The Parties agree and understand that USWC is proposing certain provisions in this contract based, in large part, on the FCC's First Report and Order, In the Matter of Implementing of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 1st Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC 2d Order"). To the extent that certain of the rules contained in the FCC 1st Order and the FCC 2d Order are deemed by the courts to be not effective, this contract shall be modified to comport with the final court decisions and subsequent FCC or state Commission decisions or rules issued to comply with the courts' decisions.

I. RECITALS & PRINCIPLES

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996, and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, USWC is an Incumbent Local Exchange Carrier or has a majority ownership interest in local exchange companies ("USWCs") which are Incumbent Local Exchange Carriers; and

WHEREAS, the Telecommunications Act of 1996 has specific requirements for service resale, commonly referred to as a part of the "checklist" and USWC desires that this Agreement meet those checklist requirements; and

* Citizens Telecommunications Company is in the process of obtaining certification to resell local exchange service in the states covered by this Agreement

III. DEFINITIONS

- A "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunication Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunication Services includes access to ancillary services such as 911, directory assistance and operator services
- B "Basic Exchange Switched features" are optional CLASS, Custom Calling, and AIN end user switched service features which include, but are not necessarily limited to: Automatic Call Back, Call Trace, Caller ID and Related Blocking Features, Distinctive Ringing/Call Waiting, Selective Call Forward, Selective Call Rejection. (See Bellcore documentation for definition.)
- C "Commission" means the Public Utilities Commission(s) in the state(s) of Arizona, Idaho, Montana, New Mexico, Oregon, Utah and Washington and any other state which the Parties agree to add to this Agreement.
- D Directory Listings are any information (1) identifying the listed names of subscribers of a telecommunications carrier and such subscribers' telephone numbers and addresses and (2) that the telecommunications carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format.
- E "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of the subscriber's transmitted information, that provide the subscriber with additional, different or restructured information, or involve customer interaction with stored information
- F "Pre-ordering and Ordering" includes the exchange of information between telecommunications carriers about current or proposed customer products and services
- G "Reseller" is a category of Local Exchange service providers that are certified to obtain dial tone and associated telecommunications services from another provider through the purchase of bundled finished services for resale to its end user customers
- H "Tariff Services" as used throughout this Agreement refers to USWC state tariffs, price lists, price schedules and catalogs.
- I "Technically feasible" Branding of Operator Services and Directory Assistance shall be deemed technically feasible absent technical or operational concerns

that prevent the fulfillment of a request by a telecommunications carrier for such branding. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the state Commission by clear and convincing evidence that such interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

- J "Telecommunications Service(s)" means the offering of telecommunications for a fee directly to the public, or to such class of users as to be effectively available directly to the public, regardless of the facilities used. As used in this definition, "telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information sent and received.

IV. RESALE SERVICES

A. Description.

1. USWC services (as defined in Section III.A and B) and intraLATA toll will be available for resale by USWC pursuant to the Act and will reference terms and conditions (except prices) in USWC tariffs, where applicable. Appendix B lists services which are available for resale under this Agreement and the applicable discounts, and is attached and incorporated herein by this reference.

2. The Parties agree that, at this time, certain USWC services are not available for resale under this Agreement and certain other USWC services are available for resale but at no discount, as identified in Appendix B or in individual state tariffs. The availability of services and applicable discounts identified in Appendix B or in individual tariffs are subject to change pursuant to Section IV E.1.

B. Scope.

1. Basic Exchange Telecommunications Service, Basic Exchange Switched Features, and intraLATA toll may be resold only for their intended or disclosed use and only to the same class of customer to whom USWC sells such services, e.g., residence service may not be resold to business customers.
2. USWC shall provide to Reseller services for resale that are equal in quality, subject to the same conditions (including the conditions in USWC's effective tariffs), within the same provisioning time intervals that the LEC provides these services to others, including end users, and in accordance with any applicable state Commission service quality

c. The end user's oral authorization verified by an independent third party (with third party verification as POA)

d. A prepaid returnable postcard supplied by Reseller which has been signed and returned by end user. Reseller will wait fourteen (14) days after mailing the postcard before placing an order to change

Reseller shall make POAs available to USWC upon request. Prior to placing orders that will disconnect a line from another reseller's account the Reseller is responsible for obtaining all information needed to process the disconnect order and re-establish the service on behalf of the end user. If a Reseller is displaced by another reseller or service provider, the Reseller is responsible for coordination with the other reseller or service provider. Should an end user dispute or a discrepancy arise regarding the authority of Reseller to act on behalf of the end user, the Reseller is responsible for providing written evidence of its authority to USWC within three (3) business days. If there is a conflict between the end user designation and Reseller's ~~written evidence of its authority~~, USWC shall honor the designation of the end user and change the end user back to the previous service provider. If the Reseller does not provide the POA within three (3) business days, or if the end user disputes the authority of the POA, then the Reseller must, by the end of the third business day

- notify USWC to change the end user back to the previous reseller or service provider, and
- provide any end user information and billing records the Reseller has obtained relating to the end user to the previous reseller, and
- notify the end user and USWC that the change has been made,
- remit to USWC a charge of \$100.00 ("slamming charge") as compensation for the change back to the previous reseller or service provider

If an end user customer is switched from Reseller back to USWC and there is a dispute or discrepancy with respect to such change in service provider, Reseller may request to see a copy of the POA which USWC has obtained from the end user to effectuate a return to USWC as the end user's service provider. If USWC is unable to produce a POA within three (3) business days, USWC shall change the end user back to Reseller (or other previous reseller) without imposition of any Customer Transfer Charge

5. Reseller shall designate Primary Interexchange Carrier (PIC) assignments on behalf of its end-users for interLATA services and intral ATA services when intral ATA presubscription is implemented

6. When end user customers switch from USWC to Reseller, or to Reseller from any other reseller, such customers shall be permitted to retain their current telephone numbers if they so desire and do not change their service address to an address served by a different central office. USWC shall take no action to prevent Reseller customers from retaining their current telephone numbers.
7. Reseller and USWC will employ the following procedures for handling misdirected repair calls:
- a. Reseller and USWC will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus
 - b. Customers of Reseller shall be instructed to report all cases of trouble to Reseller. Customers of USWC shall be instructed to report all cases of trouble to USWC.
 - c. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.
 - d. Reseller and USWC will provide their respective repair contact numbers to one another on a reciprocal basis.
 - e. Notwithstanding the provisions of Section IV. C. 1., USWC will not discuss its products and services with Reseller's customers during the course of repair calls or visits.

D. Reseller Responsibilities.

- 1. Reseller must send USWC complete and accurate end-user listing information for Directory Assistance, Directory, and 911 Emergency Services using USWC's resale order form and process. Reseller must provide to USWC accurate end-user information to ensure appropriate listings in any databases in which USWC is required to retain and/or maintain end-user information. USWC assumes no liability for the accuracy of information provided by Reseller.
- 2. Reseller may not reserve blocks of USWC telephone numbers, except as allowed by tariffs.
- 3. Reseller is liable for all fraud associated with Service to its end-users and accounts. USWC takes no responsibility, will not investigate, and will make no adjustments to Reseller's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of USWC. Notwithstanding the above, if USWC becomes aware of potential fraud with respect to Reseller's accounts, USWC will promptly inform Reseller.

and at the direction of Reseller, take reasonable action to mitigate the fraud where such action is possible.

4. In accordance with the Act, Reseller will indicate the date it will offer to residential and business subscribers telephone exchange services. The Reseller will provide a two year forecast within ninety (90) days of signing this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to USWC on a quarterly basis, as specified in Appendix A. Thereafter, during the term of this Agreement, Reseller will provide updated forecasts from time to time, as requested by USWC. The initial forecast will provide

- The date service will be offered (by city and/or state)
- The type and quantity of service(s) which will be offered
- Reseller's anticipated order volume
- Reseller's key contact personnel

The information provided pursuant to this paragraph shall be considered Proprietary Information under Section VII C of this Agreement.

5. In the event USWC terminates the provisioning of any resold services to Reseller for any reason, Reseller shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing notice to Reseller's end user customers. USWC will provide notice to Reseller of its termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

E. Rates and Charges

1. Resold services as listed in Appendix B are available for resale on an interim basis at the applicable discount percentage or rate per minute set forth in Appendix B or at the retail tariff rates for services available for resale but excluded from this wholesale pricing arrangement in this Interim Agreement.

Without waiving the right to object to the authority of the FCC or a state Commission to order any of the following, the Parties acknowledge that, pursuant to the Act, the FCC 1st Order and state authority, state Commissions may do the following during the term of this Agreement, either in an arbitration proceeding related to a resale agreement between USWC and another reseller or in a separate proceeding,

- establish interim default wholesale discount rates ("Interim Discounts");
- establish final wholesale discount rates based on avoided cost studies ("Final Discounts");

- establish other recurring and nonrecurring rates related to resale, including but not limited to Customer Transfer Charges and Slamming Charges ("Other Resale Charges"), and
- order that certain services be made available for resale at an Interim Discount and/or Final Discount

The Parties agree that, at such time as a Commission establishes Interim Discounts, Final Discounts or Other Resale Charges or orders services available for resale different than those identified in Appendix B, they will, on a state-by-state basis, revise Appendix B to incorporate the services, discounts, and/or resale charges determined by such orders into this Agreement effective on the date ordered by a Commission, provided, however, that USWC shall have a reasonable time to implement system or other changes necessary to bill the Commission ordered rates or charges.

The rates for those resold services included in the wholesale pricing arrangement under this Agreement shall be subject to true-up to Commission ordered Interim Discounts retroactively to the effective date of this Agreement, and then subject to a second true-up from the date of Commission Interim Discounts order to the date of the Final Discounts order. Rates for services excluded from the wholesale pricing arrangement under this Agreement, as identified in Appendix B, and Other Resale Charges, will apply on a going forward basis from the date of a Commission's order that sets Interim Discounts, Final Discounts and/or Other Resale Charges; provided, however, that a true-up from the date of a Commission's Interim Discounts order to the date of a Commission's Final Discounts order will be available if such services and rates (except Other Resale Charges) are ordered to be made available on an interim basis and a state Commission later establishes Final Discounts for such services and rates. Any true-up to Final Discounts shall be on a service-by-service basis if a Commission sets Final Discounts on such a basis.

- 2 If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to Reseller for such services will be based upon the new Tariff rates less the applicable wholesale discount as agreed to herein or established by resale Tariff. The new rate will be effective upon Tariff effective date.
- 3 A Customer Transfer Charge (CTC) as specified in Appendix B applies when transferring any existing account or lines to a Reseller. Tariffed non-recurring charges will apply to new installations.
- 4 A Subscriber Line Charge (SLC) will continue to be paid by the Reseller without discount to USWC for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable tariffs also apply.

- #### F. Collateral and Training.

G Cooperation

[illegible]

V. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

A Operational Systems Interfaces - Interface Implementation Timetable

1. USWC's initial operational systems interfaces deployment on January 1, 1997, will support Pre-ordering, Ordering, Provisioning and Repair capabilities for POTS (non-design) services and Billing capabilities for most USWC product offerings. Subsequent phases of the plan incorporate the capabilities to support designed services for Pre-ordering, Ordering, Provisioning, and Maintenance and Repair. Timeframes for delivery of the operational support systems for designed services are estimated to be between the 2nd and 3rd quarters of 1997.
2. Prior to the operational systems interface deployment, manual processes will be used as outlined in a separately provided Resale Resource Guide.

B. OSS Interface Design

1. USWC will develop OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways will act as a mediation or control point between the Reseller's and USWC's Operations Systems. Additionally, these gateways will provide security for the interface, protecting the integrity of the USWC network and its databases, and ensuring that information privacy is maintained.
2. Baseline gateway architecture will initially incorporate a "World Wide Web"-based, human-readable format for the transaction-type interfaces to meet the needs of all Resellers. Different batch-type interfaces will be proposed in selected areas based on existing standards for their application. USWC will offer a machine-to-machine based protocol interface (e.g., CMIP) by November 1, 1997, for trouble ticketing and by 1st quarter 1998 for Pre-ordering, Ordering and Provisioning.
3. USWC proposes the use of the existing Electronic Data Interchange ("EDI") standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the American National Standards Institute/Accredited Standards Committee (ANSI/ASC) X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.
4. For the exchange of daily usage data, including third party billed, collect, and card calls, USWC will use the Bellcore EMR format for the records.

Gives the Reseller the ability to request a listing of existing services, features, directory listing and equipment for an end user account

2 Provisioning

When the "pre-ordering" and "ordering" steps are completed, the requisite information will have been obtained from the Reseller and the initiation of a work order can begin. Submitting a work order will result in the provisioning and installation, if necessary, of an end user's service. The functional set required to order service is: open a work order, cancel a work order, change a work order, send a firm order confirmation, send notification of order jeopardy, send notification of status change and send notification of order completion.

a. Work Order Request & Receipt

Enables the Reseller to submit a work request indicating the actions required for the provisioning of products, services and features, and acknowledges the receipt of the work order, and includes the date and time the transaction was received.

b. Work Order Change & Cancellation

Enables the Reseller to submit a change request or cancellation notice in order to modify a previously submitted work order.

c. Status Query

Gives the Reseller the ability to determine the current status of orders and will include the due date and remarks pertinent to the order status

d. Jeopardy Notification & Response

Provides the Reseller with a notification that the requested due date cannot be met for a non-confirmed order or that there is a critical date in jeopardy for a confirmed order, and will accept the Reseller's response indicating the action to be taken on the jeopardy notification.

e. Firm Order Confirmation

Provides the Reseller with a confirmation that the work order has been accepted and is anticipated to be completed by the due date. If the due date cannot be met, the Reseller will receive a Jeopardy Notification, not a Firm Order Confirmation

e Modify Trouble Report

Allows a Reseller to change certain data in a TR that an end user previously opened with Reseller, possibly affecting USWC repair activities (with some negotiable exceptions such as where USWC has already begun to work the TR or has dispatched a service technician) It is only allowed on trouble reports which were entered by the Reseller on behalf of the end user making the modification, and does not necessarily protect the end user from charges associated with previous information in the TR

f Escalate Trouble Report

Allows a Reseller to bring a TR that an end user had previously opened with Reseller to the attention of a higher level of supervision within USWC, with the expectation that the TR will get more attention. It is only allowed on trouble reports which were entered by the Reseller requesting the escalation, and typically needs to be responded to by the person at the level escalated to within a negotiated time frame The names, title and telephone numbers of those persons who will be involved in the escalation process will be provided pursuant to Section IV, C.3.

g. Verify Features

Allows the Reseller's to verify line features on an existing line.

h. Text Messaging

Allows textual communication between USWC and Reseller personnel for the purpose of resolving the trouble. The messages are logged in the TR, thus the function can only be performed for trouble reports which were entered by the Reseller's involved in the messaging. Specific uses of this messaging include allowing the Reseller to add descriptive information about the trouble, allowing USWC to request additional trouble information, and allowing USWC to implement the status window functionality through manual procedures.

i Trouble History

Provides the Reseller with trouble history information currently retained on the circuit

j. Testing

Notifies a Reseller of the results of initial or subsequent circuit tests for a TR previously opened by that Reseller

transmitted to a carrier it will contain the records for these types of calls as well

E. Compensation (Language still under development)

1. Compensation for OSS access will consist of an initial access fee amounting to the cost of computing equipment ("hardware"), computing software, telecommunications links, and/or labor expenses incurred in establishing these interfaces specifically to a given carrier, or their fair share of expenses among multiple carriers. In addition to the initial access fee, USWC will charge an on going transaction fee.

The initial access fee cannot be determined until the specific access for a given carrier is engineered and implemented, as the capacity of that interface is unknown at this time. For example, the capacities of the Operations Systems interfaces are dependent upon the number of Business Office Representatives entering orders or the number of Repair Service Representatives entering trouble tickets. However, these costs can be substantiated by purchasing invoices for the communications and computing hardware and software, and by time reports for the labor expended in their design and implementation. Labor will be billed at the prevailing rates for contract labor for similar services.

2. The transaction fee will be billed at a rate to be specified later at the completion of an appropriate cost study. A transaction is defined to be an exchange (request and response) of information across the interface. This might be an order request, a trouble report, a data query or a status inquiry. The portion of costs which will be considered in this study would be the computer hardware and operations expense attributable to the incremental systems work load due to the transactions from the Reseller's, as shown above.

VI. DIRECTORY LISTING.

USWC will accept at no charge one primary listing for each main telephone number belonging to Reseller's end user customer based on end user information provided to USWC by Reseller. USWC will place Reseller's listings in USWC's directory listing database for directory assistance purposes and will make listings available to directory publishers and other third parties. Additional terms and conditions with respect to directory listings are described in Appendix C which by this reference is incorporated and made a part of this Agreement.

VII. GENERAL PROVISIONS

A. Term

This Agreement shall be deemed effective upon approval by a Commission(s) or pursuant to a Commission's rules or the Act. Except as provided herein, USWC

agrees to provide service on the terms defined in this Agreement for a term of two (2) years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either party may terminate this Agreement by providing written notice of termination to the other party, such written notice to be provided at least sixty (60) days in advance of the date of termination, provided no such termination shall be effective prior to January 1, 1998. In the event of such termination as described herein, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either a) a new agreement executed by the Parties, b) standard resale terms and conditions approved and made generally effective by the Commission, or c) tariff terms and conditions generally available to resellers. By mutual agreement USWC and Reseller may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules such as regulators might adopt or approve.

B Billing

1. USWC shall bill Reseller and Reseller is responsible for all applicable charges for the resold services as provided herein. The Reseller shall also be responsible for all tariffed charges and charges separately identified in this Agreement associated with services that the Reseller resells to an end user under this Agreement.

2. USWC shall provide Reseller, on a monthly basis, within 7-10 days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user customer sub-account information consistent with the samples provided to Reseller for Reseller to render end user customer bills indicating all recurring and nonrecurring charges associated with each individual customer's account for the most recent billing period.

C Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the bill date of USWC's invoice. During the initial three billing cycles of this Agreement, Reseller and USWC agree that undisputed amounts shall be paid as provided herein. Reseller and USWC further agree that, during said three billing cycle period, they will cooperate to resolve amounts in dispute or billing process issues in a timely manner but no later than sixty (60) days after the bill date of USWC's invoice or identification and notice of the billing process issue. Disputed amounts will be paid within thirty (30) days following resolution of the dispute.

2. After the three (3) month period outlined in Section C.1 above, the Reseller will pay the bill in full within 30 days after the bill date of the invoice. Billing disputes will be processed and jointly resolved. Any disputed amounts that USWC remits to the Reseller will be credited on

the next billing cycle including an interest credit of 1.5% per month compounded.

- 3 A late payment charge of 1.5% applies to all billed balances which are not paid by 30 days after the bill date shown on the invoice. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
- 4 USWC may discontinue processing orders for the failure by Reseller to make full payment for the resold services provided under this Agreement within thirty (30) days of the due date on Reseller's bill. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
- 5 USWC may disconnect for the failure by Reseller to make full payment for the resold services provided under this Agreement within sixty (60) days of the due date on Reseller's bill. USWC agrees, however, that the application of this provision will be suspended for the first three billing cycles under this Agreement and will not apply to amounts billed during those three cycles.
- 6 Collection procedures and the requirements for deposit are unaffected by the application of a late payment charge.
- 7 The Parties agree that this payment and dispute resolution process is a new procedure and they further agree that this Section VII. C. can be re-opened for negotiation at any time within the first twelve (12) months of this Agreement.
- 8 USWC shall credit Reseller's account the amount due for any trouble or out-of-service conditions in the same manner that USWC credits the accounts of its own end-user customers and pursuant to any applicable provisions in USWC's tariffs. USWC shall reflect the amount of such credits on an individual customer telephone number basis in the billing information USWC provides Reseller.
- 9 In the event billing disputes relate to service quality issues, the dispute shall be referred to the USWC account executive assigned to Reseller who will evaluate the facts and circumstances of the service quality issues and will work with Reseller to resolve the dispute.

D Deposit.

- 1 USWC may require Reseller to make a suitable deposit to be held by USWC as a guarantee of the payment of charges. Any deposit required of an existing reseller is due and payable within ten days after the requirement is imposed. The amount of the deposit shall be the

estimated charges for the resold Service which will accrue for a two month period

- 2 When the service is terminated, or when Reseller has established satisfactory credit, the amount of the initial or additional deposit, with any interest due as set forth in applicable tariffs, will, at Reseller's option, either be credited to Reseller's account or refunded. Satisfactory credit for a reseller is defined as twelve consecutive months service as a reseller without a termination for nonpayment and with no more than one notification of intent to terminate Service for nonpayment. Interest on the deposit will be accumulated by USWC at a rate equal to the federal discount rate, as published in the Wall Street Journal from time-to-time

E Taxes

Reseller shall be responsible for the collection, payment and remittance of all federal, state or local sales, use, excise or gross receipts taxes, fees or surcharges (collectively "Taxes") imposed on or with respect to its sale of services or equipment provided under this Agreement. Reseller shall seek sale for resale exemptions from any applicable governmental or taxing body for payment of any and all Taxes related to Reseller's purchase of services or equipment from USWC under this Agreement. Until such time as exemptions are obtained or applicable, Reseller shall pay USWC for the amount of any such Taxes that USWC is required to pay or collect. Reseller shall in no event be liable for payment of any income taxes payable by USWC.

F Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body, or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts, or delays caused by the other Party or by other service or equipment vendors, or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

G Responsibility of Each Party

Each Party is an independent contractor and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

H Limitation of Liability.

Except as otherwise provided herein, neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by such other Parties regardless of the form of action, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind and regardless of whether the parties know the possibility that such damages could result. Nothing contained in this Section G shall limit USWC's or Reseller's liability to the other for (i) willful or intentional misconduct (including gross negligence), (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by USWC's or Reseller's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties indemnification obligations, as specified below.

I Indemnification.

1. Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or

not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors, or for failure to perform under this Agreement, regardless of the form of action

2 The indemnification provided herein shall be conditioned upon

- a. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim**
- b. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense**
- c. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.**

J Patents and Trademarks.

- 1. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party**
- 2. No license or affiliation.**
 - a. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Reseller may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of USWC or its affiliates without execution of a separate agreement between the Parties.**

- b Reseller shall not, without the express written permission of USWC, state or imply that, 1) Reseller is connected, or in any way affiliated with USWC or its affiliates or, 2) Reseller is part of a joint business association or any similar arrangement with USWC or its affiliates or, 3) USWC and its affiliates are in any way sponsoring, endorsing or certifying Reseller and its goods and services or, 4) the resold goods and services are in any way associated with or originated from USWC or any of its affiliates. Notwithstanding the above, Reseller may state in response to a specific customer inquiry concerning the origin of the resold services that "Reseller is reselling USWC services." No other statements may be made.

3 Notwithstanding the above, unless otherwise prohibited by USWC pursuant to an applicable provision herein, Reseller may use the phrase "(Name of Reseller) is a reseller of U S WEST Communications services" (the "Authorized Phrase") in Reseller's printed materials provided

- a) The Authorized Phrase is not used in connection with any goods or services other than USWC services resold by Reseller.
- b) Reseller's use of the Authorized Phrase does not, in USWC's sole discretion, cause customers to believe that Reseller is USWC.
- c) The Authorized Phrase, when displayed, appears only in text form (Reseller may not use the U S WEST logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of Reseller's name and in no even shall exceed 8 point size.
- d) Reseller shall provide all printed materials to USWC for its prior written approval.
- e) If USWC determines that Reseller's use of the Authorized Phrase causes customer confusion, USWC may in its sole discretion, immediately terminate Reseller's right to use the Authorized Phrase.
- f) Upon termination of the Reseller's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and Reseller shall immediately cease any and all such use of the Authorized Phrase. Reseller shall either promptly return to USWC or destroy all materials in its possession or control displaying the Authorized Phrase.

4. Reseller acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and USWC respectively (the "Owners"). Reseller recognizes that nothing contained in this Agreement is intended as an assignment or grant to Reseller of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. Reseller will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Reseller will not adopt, use (other than as authorized in Section 3 herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding its ownership of any rights in or the validity of the Marks.

K. Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

L. Assignment

This Agreement is unique in nature and the result of negotiations between the Parties. As such, this Agreement can be assigned only with the prior written consent of the non assigning Party, which consent shall not be unreasonably withheld

M. Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may terminate this Agreement forthwith by written instrument. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

N. Severability

The Parties recognize that the F.C.C. has promulgated rules addressing issues contained in this Agreement. To the extent that certain of the rules contained in

the FCC 1st Order and the FCC 2d Order are deemed by the courts to be not effective, this contract shall be modified to comport with the final court decisions and subsequent FCC or state Commission decisions or rules issued to comply with the courts' decisions. If any other term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly, provided, however, that in the event that such invalid or unenforceable provision or provisions are essential elements of this Agreement and, in the opinion of either party, substantially impair the rights or obligations of either party, Reseller and USWC shall promptly negotiate a replacement provision or provisions. If the Parties cannot negotiate such a replacement provision or provisions, the Parties may agree to terminate the Agreement. In the event of termination as described herein, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either a) a new agreement executed by the Parties, b) standard resale terms and conditions approved and made generally effective by the Commission, or c) tariff terms and conditions generally available to resellers. If a) does not come about, or b) or c) are not available, the Agreement shall remain in effect until a replacement provision is determined through arbitration.

O. Nondisclosure.

1. All information including, but not limited to, specifications, drawings, sketches, models, tools, technical information, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party or to which one Party provides to the other Party access (such as to a database) dealing with customer specific, facility specific, or usage specific information, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential", "Proprietary", or other similar legend, or (iii) communicated orally or by visual presentation and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.
2. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
3. The receiving Party acknowledges and agrees that Proprietary Information constitutes trade secrets of the disclosing Party. The receiving Party shall maintain in confidence all of the disclosing Party's Proprietary Information confidential and shall use the disclosing Party's Proprietary Information only for performing the covenants contained, or

exercising any rights granted, in this Agreement. Only the employees and agents with a need to know shall have access to the Proprietary Information and each such employee and agent shall be advised of his or her obligations under this Section. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the parties in writing.

4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to the extent that such Proprietary Information:

- a was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential (evidenced by written records prepared prior to delivery by the disclosing Party);
- b is or becomes publicly known through no wrongful act of the receiving Party;
- c is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d is independently developed by the receiving Party individuals who do not have access to the Proprietary Information;
- e is disclosed to a third person by the disclosing Party without restrictions on disclosure;
- f is approved for release by written authorization of the disclosing Party; or
- g is required to be made public by the receiving Party pursuant to applicable law, regulation, or governmental order, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders where possible.

5 USWC grants Reseller the limited, personal, nonexclusive right and license to access and use information contained in certain of USWC's databases (Directory Assistance and Operator Services databases, certain Advanced Intelligent Network databases and Operation Support System databases) but only to the extent as specifically required by the then applicable federal and state rules and regulations relating to access to and use of such databases, as they may be amended from time to time and for no other purpose. Without limiting the generality of the foregoing, this right and license to Reseller does not include the license and right to extract or copy (including by any manual, mechanical or electronic means) or use any such database information, in whole or in

part, to enhance the quality of any of Reseller's own database services or offerings, as inputs to Reseller's or other's directory assistance or directory publishing operations or for the creation of marketing databases, in the absence of USWC's prior written consent. Reseller agrees that any and all information contained in any of such USWC's databases shall be Proprietary Information subject to the terms and conditions of this section O; provided, however, that Sections 4 a, b, and c shall not apply even though the individual parts or components of the information contained in any such databases may otherwise fall within such Sections.

6. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.
7. The Parties acknowledge that this Agreement contains commercially confidential information that may be considered Proprietary Information by either or both Parties, and agree to limit distribution of this Agreement to those individuals in their respective companies with a need to know the contents of this Agreement.

P. Survival.

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

Q. Dispute Resolution.

Except as provided by the Act, if any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The laws of the state where the services subject to this Agreement are provided shall govern the construction and interpretation of this Agreement.

R. State Commission Arbitration Issues

In the event Reseller and USWC are unable to agree on certain issues during negotiation, the Parties will identify such issues for arbitration before an appropriate state regulatory agency. Only those points identified by the Parties for arbitration will be submitted. All other terms on which the Parties reach agreement will be submitted for approval in their final form.

S Governing Law

This Agreement shall be deemed to be a contract made under and shall be construed, interpreted and enforced in accordance with the Act, where applicable, and the laws of the state where the services subject to this Agreement are provided and shall be subject to the exclusive jurisdiction of the courts in that state, unless otherwise provided by the Act.

USWC shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Reseller shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to Reseller Customers contemplated by this Agreement.

T Limitation of Action

No arbitration demand or judicial action, regardless of form, arising out of the transaction(s) under this Agreement, whether in contract, tort, or other theory, may be brought by either party more than two (2) years after the cause of action accrues.

U Joint Work Product

This Agreement is the joint work product of representatives of the Parties. For convenience, it has been drafted in final form by one of the Parties. Accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship of this Agreement.

V Notices

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact)

1000-1000-1000

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

USWC

Mark Reynolds
U S WEST Communications
Interconnection Services
1600 7th Ave., Room 3001
Seattle, WA 98191

206-345-1568 (phone)
206-346-5715 (fax)

Reseller

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Each Party shall inform the other of any changes in the above addresses.

W No Third-Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

X. Publicity and Advertising

Neither party shall publish or use any advertising, sales promotions or other publicity materials that use the other party's name, logo, trademarks or service marks without the prior written approval of the other party.

Y. Amendments or Waivers

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed.

Z. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

AA Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

BB Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This Agreement shall prevail in the event of any conflict between a Tariff and the terms and conditions of this Agreement, or a conflict between the "Resale Resource Guide" and the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Signature

Name Printed/Typed

Title

Date

U S WEST Communications, Inc.

Signature

Name Printed/Typed

Title

Date

APPENDIX A

RESELLER'S FORECAST OF USWC RESALE SERVICES

1000.400.0001

**APPENDIX B
LOCAL EXCHANGE SERVICES
RESALE OF SERVICES**

The Parties agree the following interim charges apply to the Resale of Local Services

1 Nonrecurring Charges

a. Customer Transfer Charge (CTC): The following nonrecurring charges apply when converting a USWC account to a Reseller account or when changing an end user from one reseller to another.

<u>Per order</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
• Business	NR9CV	\$56.00
• Residence	NR9CV	52.00

b. Product Specific Nonrecurring Charge: As set forth in USWC tariffs, the product specific nonrecurring charges, without discount, will apply when additional lines or trunks are added or when the end user adds features or services to existing lines or trunks.

2. The following USWC services are available for resale at the interim rates listed below

Category:

- Basic Exchange Business, PBX Trunks
- ISDN, Frame Relay
- Listings, CO Features

Discount Rate

12%
12%
12%

For the interim, intraLATA toll is available for resale at the contract toll rates listed below without application of a further wholesale discount:

State:

Arizona
Idaho
Montana
New Mexico
Oregon
Utah
Washington

Rate Per Minute of Use

\$.125
.12
.12
.155
.09
.11
.11

APPENDIX B (CONTINUED)

3 The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above unless and until the state public utilities Commission in a particular state orders, on an interim or final basis, that wholesale discounts apply to these products:

- Basic Exchange Residence Line
- Centrex
- Private Line/Special Access
- Public Access Lines
- Volume Discount and/or Term Arrangement (where contained in customer contracts of USWC tariffs)

4 The following services are not available for resale:

- Lifeline
- Concession Service
- Technical Trials
- Grandfathered Products and Services (except to customers currently served with such services)

APPENDIX C DIRECTORY LISTINGS

Directory Listings

1 Scope.

- a. Reseller Listings Service ("Listings") consists of USWC placing the names, addresses and telephone numbers of Reseller's end users in USWC's listing database, based on end user information provided to USWC by Reseller. USWC is authorized to use Listings in Directory Assistance (DA) and as noted in 1.D.i or 1.D.ii
- b. Reseller will provide in standard format, and USWC will accept at no charge, one primary listing for each main telephone number belonging to Reseller's end user customers. Primary listings are as defined for USWC end users in USWC's general exchange tariffs. Reseller will be charged for privacy listings and premium listings, e.g., additional, foreign, cross reference, informational, etc., at USWC's general exchange listing tariff rates minus the applicable standard resale discount in each state
- c. USWC will furnish Reseller the Listings format specifications. USWC cannot accept Listings with advance completion dates.
- d. Reseller grants USWC a non-exclusive license to incorporate Listings information into its directory assistance database. Reseller hereby selects one of two options for USWC's use of Listings and dissemination of Listings to third parties.

EITHER:

- i. **Treat the same as USWC's end user listings** -- No prior authorization is needed for USWC to release Listings to directory publishers or other third parties. USWC will incorporate Listings information in all existing and future directory assistance applications developed by USWC. Reseller will authorize USWC to sell and otherwise make Listings available to directory publishers including USWC's publisher affiliate for inclusion in white pages published on USWC's behalf. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

OR:

- ii **Restrict to USWC's directory assistance** -- Prior authorization required by Reseller for all other uses. Reseller makes its own, separate agreements with USWC, third parties and directory publishers for all uses of its listings beyond DA. USWC will sell Listings to directory publishers (including USWC's publisher affiliate for inclusion in white pages published on USWC's behalf), other third parties and USWC products only after third party presents proof of Reseller's authorization. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier

e To the extent that state tariffs limit USWC's liability with regard to Listings, the applicable state tariff(s) is incorporated herein and supersedes Section VII G., "Limitation of Liability", of this Agreement with respect to Listings only

2 USWC Responsibilities.

USWC is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with Reseller orders. USWC will take reasonable steps in accordance with industry practices to accommodate non published and non-listed listings provided that Reseller has supplied USWC the necessary privacy indicators on such Listings.

USWC will include Reseller's Listings in USWC's Directory Assistance service to ensure that callers to USWC's Directory Assistance service have non-discriminatory access to Reseller's Listings

USWC will incorporate Reseller's Listings provided to USWC in the white pages directory published on USWC's behalf

3 Reseller Responsibilities.

a. Reseller agrees to provide to USWC its end user names, addresses and telephone numbers in a standard format, as specified by USWC.

b. Reseller will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USWC the means of identifying Listings ownership.

c. Reseller represents and warrants the end user information provided to USWC is accurate and correct. Reseller further represents and warrants that it has reviewed all Listings provided to USWC, including end user requested restrictions on use such as non-published and non-listed. Reseller shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USWC the applicable Listing information

d. Reseller is responsible for all dealings with and on behalf of Reseller's end users, including.

- i. All end user account activity, e.g., end user queries and complaints.
- ii. All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.
- iii. Determining privacy requirements and accurately coding the privacy indicators for Reseller's end user information. If end user information provided by Reseller to USWC does not contain a privacy indicator, no privacy restrictions will apply
- iv. Any additional services requested by Reseller's end users

EXHIBIT D

1000-1004-0004



4317 NE Thurston Way
Vancouver, WA 98662

facsimile

TRANSMITTAL

From the desk of...

John W. Slocum

4317 NE Thurston Way, Vancouver, WA
98662
360-604-2833
Fax: 360-604-2888

to: Colleen Rugh
fax #: 503-242-2282
re: INP Access Compensation Language
date: October 1, 1998
pages: 4, including cover sheet.

Comments:

Colleen,

attached is GST's proposal for the sharing of access charge revenues for interim number portability arrangements. Please forward this to Mark and Denny for review.

Thank you.

JWS

Attachment

C: Eric Brantman

Privileged and Confidential

The information contained in this fax transmission is privileged and confidential. It is intended only for the use of the recipient named above and these privileges are not waived by reason of this transmission. If the reader of this message is not the named recipient or an agent or employee responsible for delivering it to the named recipient, any use, review, dissemination, distribution, or copying of this transmission is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone and return the original transmission to us at the above address by mail.

Interim Number Portability

Access Compensation Proposal

Assumptions:

- 1) In a non-ported number customer service arrangement, GST receives terminating access usage which GST records as access usage.
- 2) When GST's customer's number is ported using interim number portability (INP) technology, GST cannot identify the terminating access usage separately from the other usage. The provider of the service provider number portability (SPNP) service, and not GST, will be charging the access customer for the terminating access usage.
- 3) A surrogate amount of access usage can be estimated, then applied to GST's access rates to calculate an estimate of the access revenues GST would have billed but, is unable to bill.
- 4) The FCC specifies a sharing of access revenues akin to meet point billing arrangements. Thus, GST is clearly eligible for the access charges that apply at the end office, while the SPNP provider is eligible for a reasonable share of the transport charges. Given Assumption No. 2, the SPNP provider has already billed amounts sufficient to cover both GST and itself (assuming the SPNP provider charges higher access rates), and should remit the estimated charges computed for GST per line/path, to GST.

The following worksheet shows that using U S West's composite usage data reported to the FCC, and applying GST's end office access charges applicable to Arizona and New Mexico, that GST should expect to receive, on average, \$8 per line/path, per month. Using a Business (X) / Residence (Y) split, GST would expect the X to be greater than \$8.00. A reasonable business/residence split must be provided by USWC.

Also provided are contract terms describing the compensation arrangement.

October 1, 1996

Line	Description	Source	USNC
A	Total Switched Access Lines	1995 FCC	14,544,888
B	Total Interstate Access MOU (000)	1995 FCC	48,020,510
C	Term. Interstate Access MOU est. (000)	B / 2	24,010,255
D	Term. Interstate MOU / Line	C / A	1.651
E	Total (7) IntraState Access MOU (000)	1995 FCC	38,416,408
F	Term. IntraState Access MOU est. (000)	E / 2	19,208,204
G	Term. IntraState MOU / Line	F / A	1.321
H	FCC Composite Access Rate per MOU	Input/Tariff	0.02622
I	FCC Revenue Sharing per Month	D * H / 12	\$3.61
J	State Composite Access Rate per MOU	Input/Tariff	0.04
K	State Revenue Sharing per Month	G * J / 12	\$4.40
L	Total Access Revenue Sharing	I + K	\$8.01

Z. NUMBER PORTABILITY

Z.01

The parties agree to provide interim number portability to each other via remote call forwarding technology. USWC's interim number portability is offered via tariff [or, Contract], and is subject to review by the State Commission to ensure compliance with the FCC number portability order. GST agrees to offer reciprocal price, terms, and conditions to USWC for interim number portability as USWC offers to GST.

Z.02

The parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the party billing the switched access will share the switched access revenue with the other party. In lieu of actual measurement of minutes and/exchange of billing records for this traffic the parties agree to compensate each other on the following basis: The party providing the ported number will pay the other party \$X.00 per line per month for each ported business line and \$Y.00 per line per month for each ported residential line.

- A. The Parties agree that the compensation rate in paragraph Z.02 may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rate if a significant event such as a change in access rates occurs. At a minimum, the parties agree to reevaluate the rate on an annual basis.

EXHIBIT E

1001-0001-0001



4317 NE THURSTON WAY
VANCOUVER, WA 98642
360-234-4700 360-234-2075 FAX

August 28, 1988

Mr. Mark Reynolds
U S West Communications, Inc.
1600 7th Avenue, Room 3002
Seattle, Washington 98101
206-345-1568

Dear Mark:

As we discussed last week in Portland, GST is providing a proposal (attached) for "Specified Damages" as a part of the interconnection contract between our companies.

Please review and advise of any proposed changes.

Sincerely,


John W. Slocum

Attachment

c: Colleen Rugh
Bob Olson
Eric Branfman

GST Telecom, Inc. is a subsidiary of GST Telecommunications, Inc. (AMEX:GST).

Bakersfield • Berkeley • Bloomington • City of Industry • Coalinga • Concord • Danville • Fremont • Fresno • Hayward
Lafayette • Livermore • Little Rock • Los Angeles • Meriden • Monterey Park • Oakland • Ontario • Palm Springs • Pleasanton
Reno • Riverside • San Bernardino • San Francisco Bay Area • San Ramon • Santa Barbara • Visalia • Walnut Creek • Tucson
Albuquerque • Rio Rancho • Portland • Vancouver • Spokane • Boise • Reno • El Paso • Provo • Orem • Hawaii • Maui • Honolulu • Oahu

21.0 SPECIFIED DAMAGES

21.1 **Certain Definitions.** When used in this Section 21.0, the following terms shall have the meanings indicated:

21.1.1 **"Specified Performance Breach"** means the failure by ILEC to meet the Performance Criteria for any of the three Specified Activities as defined below, for a period of three (3) consecutive calendar months.

21.1.2 **"Specified Activity"** means any of the following activities:

- (i) the installation by ILEC of unbundled Loops for GST ("Unbundled Loop Installation");
- (ii) ILEC's provision of Interim Telecommunications Number Portability to GST; or
- (iii) the repair of out of service problems for GST ("Out of Service Repairs").

21.1.3 **"Performance Criteria"** means, with respect to each calendar month during the term of this Agreement, the performance by ILEC during each month of each Specified Activity shown in Schedule 23.0, subparagraphs 1 and 2, within the time interval shown in at least eighty percent (80%) of the covered instances, except as otherwise provided for in the Schedule in subparagraph 3.

21.2 **Specified Performance Breach.** In recognition of the (1) loss of Customer opportunities, revenues and goodwill which GST might sustain in the event of a Specified Performance Breach; (2) the uncertainty, in the event of such a Specified Performance Breach, of GST having available to it customer opportunities similar to those opportunities currently available to GST; and (3) the difficulty of accurately ascertaining the amount of damages GST would sustain in the event of such a Specified Performance Breach, ILEC agrees to pay GST, subject to Section 21.4 below, damages as set forth in Section 21.3 below, in the event of the occurrence of a Specified Performance Breach.

21.3 **Specified Damages.** The damages payable by ILEC to GST as a result of a Specified Performance Breach shall be a total of \$75,000 for each Specified Performance Breach (collectively,

the "Specified Damages"). GST and ILEC agree and acknowledge that (a) the Specified Damages are not a penalty and have been determined based upon the facts and circumstances of GST and ILEC at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; and (b) GST shall not be required to provide any proof of the Specified Damages.

21.4 Limitations. In no event shall ILEC be liable to pay the Specified Damages if ILEC's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by GST to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and the Joint Grooming Plan), (b) any delay, act or failure to act by a Customer, agent or subcontractor of GST, (c) any Force Majeure Event (d) or such other delay, act or failure to act as upon which the parties may agree. If a Delaying Event (i) prevents ILEC from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of ILEC's compliance with the Performance Criteria, or (ii) only suspends ILEC's ability to timely perform the Specified Activity, the applicable time frame in which ILEC's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

21.5 Cumulative Remedy. The Specified Damages do not constitute the sole and exclusive remedy of GST under this Agreement for ILEC's breach of the Performance Criteria and a Specified Performance Breach as described in this Section 21.0. The rights and remedies accorded by the provisions of this Agreement are in addition to, and cumulative of, any other right or remedy accorded by the common law or statutes of this State, and nothing contained herein shall be construed to deny, abrogate or impair any such common law or statutory right or remedy.

21.6 Records. ILEC will endeavor to maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria. ILEC shall provide to GST such records in a self-reporting format on a monthly basis. Notwithstanding Section 23.6.1, the Parties agree that such records shall be deemed "Proprietary Information" under Section 23.6.

21.7 Start Date. ILEC and GST shall jointly agree on appropriate measurements for the enforcement of this Section 27 within thirty (30) days of this Agreement. Performance monitoring and liquidated damages shall begin on _____.

SCHEDULE 23.8 ILEC Performance Criteria for Specified Damages**SPECIFIED ACTIVITY****PERFORMANCE INTERVAL DATE****1. Unbundled Loop Installation****a) New Line Installation:****b) "Hot Cutover" Installation:****2. Interim Number Portability Installation****3. Out-of-Service Repairs****Less than 24 hours from ILEC's Receipt of
Notification of Out-of-Service Condition**

EXHIBIT

171297.1

XXXII. SERVICE STANDARDS

A. Definitions

When used in this Section, the following terms shall have the meanings indicated.

1. **"Specified Performance Commitment"** means the commitment by USWC to meet the Performance Criteria for any Specified Activity during the Specified Review Period.
2. **"Specified Activity"** means any of the following activities:
 - a) The installation by USWC of Unbundled Loops for MFS ("Unbundled Loop Installation");
 - b) USWC's provision of Interim Number Portability ("INP Installation") to MFS;
 - c) The repair of USWC service provided to MFS ("Out of Service Repairs"); or
 - d) The installation by USWC of interconnection trunks for the mutual exchange of local exchange traffic with MFS ("LIS Trunk Installation")
3. **"Performance Criteria"** means, with respect to a Specified Review Period (i.e., a calendar month or quarter), the performance by USWC for the specified activities for MFS will meet or exceed the average performance by USWC for the total universe of specified activities.

B. Failure to Meet the Performance Criteria. If during a Specified Review Period, USWC fails to meet the performance criteria, USWC will use its best efforts to meet the Performance Criteria for the next Specified Review Period. If USWC fails to meet the performance criteria for two consecutive periods, the Parties agree, in good faith, to attempt to resolve such issues through negotiation or non-binding arbitration. This paragraph shall not be construed to waive either Party's right to seek legal or regulatory intervention as provided by state or federal law. MFS may seek regulatory or other legal relief including requests for specific performance of USWC's obligations under this Agreement.

C. Limitations. USWC's failure to meet or exceed any of the Performance Criteria can not be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by MFS to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by a Customer, agent or subcontractor of MFS or (c) any Force Majeure Event. If a Delaying Event prevents USWC from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of USWC's compliance with the Performance Criteria.

- D. **Records.** USWC shall maintain complete and accurate records, for the Specified Review Period of its performance under this Agreement for each Specified Activity and its compliance with the Performance Criteria. USWC shall provide to MFS such records in a self-reporting format. The parties agree that such records shall be deemed "Proprietary Information".